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ABSTRACT

This guidebook is intended for use by charter school planning groups as they prepare their applications to create a charter school in Colorado. It is also intended to guide charter school groups that have already implemented a program. It covers essential components of the charter school application and includes examples from existing charters. The guide provides information about the contractual agreement that must be signed with the local board of education, and it covers the responsibilities of the governing board, including the hiring of a director/principal and the development of policies for the schools. The text outlines all the steps in the development phase, including philosophy and mission statements, goals and objectives, evidence of support, educational programs and standards, plans for evaluating pupil performance, and budgeting. It then outlines the requirements for implementation, which includes governance and policy development, policy implementation, pupil performance assessment, governing board membership, operation, annual evaluation, how to select a director/principal, interviewing director/principal candidates, and student performance evaluations. The guide also provides a case study. Fourteen appendices feature copies of the necessary documents for implementing a charter school, such as employment policies, enrollment forms, bylaws, policy development, and waivers. (Contains 13 references and organizational resources.) (RJM)

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Guidebook to Colorado Charter Schools:
Key Issues for Start-up and Implementation of Charter Schools—Sample Documents Included

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Academy Charter School
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Edison Charter School
Lincoln Academy
Littleton Academy
Jefferson Academy
Pueblo School for the Arts and Sciences (PSAS)
South Jeffco Montessori School (SJMS)
Sci-Tech Academy

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Table of Contents

Preface
Introduction 1

History of Charter Schools in Colorado 3
Charter Schools Comparison to Magnet Schools 4

Charter School Development (Phase 1) 6
1. Philosophy and Mission Statements 7
2. Goals and Objectives 10
3. Evidence of Support 11
4. Educational Program and Standards 12
5. Plan for Evaluating Pupil Performance 12
6. Budget 13
7, 8 & 10 – 13. Additional items required in the charter school application 15

Charter School Implementation (Phase 2) 17
Governance and Policy Development 18
Policies 20
Pupil Performance Assessment 22
Governing Board: Membership and Operation 22
Governing Board Annual Evaluation 25
Leadership or How to Select a Director/Principal 26
Interviewing Director/Principal Candidates 28
Student Performance Evaluation 31
John Irwin School of Excellence 32

Appendices:

Littleton Academy (Charter School Application) A
Budget B
Charter School Contracts C
Employment Policies, Contracts, and Applications D
Enrollment Policy and Forms E
Governing Board Bylaws F
Governing Board Dynamics G
Director/Principal Evaluation
Hiring the Director/Principal; Job Descriptions, Interview Questions, and Interviewing H
Mission Statement and Philosophy Statement I
Policy Development and Policies J
Strategic Planning: Goals and Objectives K
Student Assessment L
Waivers M
Additional Resources: N

Preface:

This Guidebook is intended for use by charter school planning groups as they prepare to create an application and by charter school groups already implementing a program. The needs of the two groups differ, but there are some common threads.

In addition to the essential technical elements of the application, there is the ever-present need to work with and inspire people to share the vision of a charter school. That need manifests itself as a planning group begins to formalize the philosophy and mission statements, and continues through the application process. Parents must be inspired to enroll their children in the charter school because they believe it will provide the best education for their children. Once a charter school application is approved, the parents who supported the school must be willing to work together to accomplish the necessary tasks before personnel can be hired. They must continue to be inspired by the vision of the charter school in which their children can enroll.

During implementation, the need for continued sharing of a vision is imperative. It is then that understanding board dynamics, a plan for an efficient method for advisory input by the school community to the governing board, and a plan for continually preparing school community members to serve on the governing board become essential. All of these tasks need to occur within the framework of a common shared vision. Visions must be kept alive to be shared.

This Guidebook attempts to fill both needs. First it covers essential components of the Charter School Application and includes examples from existing charters for each of these sections. It also provides information about the contractual agreement that must be signed with the local board of education. Second, it covers the responsibilities of the governing board, including the hiring of a Director/Principal and the development of policies for the school. Again, examples of necessary documents are included.

The Guidebook is formatted as a loose-leaf folder so that documents can be removed, copied for distribution and review, and the originals returned to the folder. Each of the sample documents can be used as a working document. These documents have been tailored for use in specific schools, but review of them may aid a governing board in asking necessary questions, considering whether a policy is or is not appropriate, and ultimately in drafting the best policy for its own charter school. ***Do not adopt any of these documents without first amending them to fit the circumstances of your own school.***

The loose-leaf format also lends itself to additions of other examples of the various components of a charter school application or examples of policies, contracts, and so forth, necessary during the implementation.

Charter School Guidebook

INTRODUCTION

With some time to learn from the Colorado charter schools' experience, as well as others around the nation, it is plain that regardless the philosophy of the school, there are some common components of successful development and operation. **This Guidebook is designed to identify the essential components of charter schools so that schools can be established and operated in the most successful manner. To accomplish this end, the Guidebook provides a step by step discussion of the essential issues that must be recognized, discussed and resolved, and an identification of sound operational practices, in order to develop a charter school application that can be implemented as a well run school. Also included are examples of philosophy statements, mission statements, goals and objectives, and budgets from existing charter schools and examples of policies, interview questions, governing board bylaws, and job descriptions, to name a few.**

Before an application for a charter school is written, ideas for a school are born and grow in a dedicated, courageous person or group of people able to inspire others with a common vision. These people (ultimately the job is too large for one person alone) must be willing to dedicate hours to discussing their vision for a school with others. They must identify and inspire talented and willing volunteers to help with many of the tasks necessary to put together a good charter school application. They must research all the components necessary to build a charter school, study state law, and finally pull all the pieces together creating a document known as the charter school application.

Along the way the charter school founders must acquire the political savvy to move wisely within their own school district when contacting the superintendent, influential district employees, and to know to work with the local board of education. They must learn how to talk with the press and use it as an ally. And, finally, they must inspire parents with an educational vision that will motivate them to enroll their children and that will take them out of their living rooms on many nights to attend board meetings to show support for the proposed school.

The job won't be finished when the application is finally approved. Many more hours will be devoted to negotiating a contract with the district. That done, the creation of the school itself begins. It starts with the final choice of a facility and determination of required building modifications, the hiring of a Director/Principal and the faculty, the selection of textbooks, enrollment of students, and purchasing of the curriculum materials and other necessary supplies. Since there are no paid staff until the fiscal year during which the school opens, additional hours of volunteer time will be required to assure that everything is done, done well, and that everything is in order before school starts.

However, once the school is open the excitement of seeing real kids in the charter school will dispel any fatigue. Then, guarding the philosophy and mission of the school will become the primary job. With each success reflected in student performance, parental satisfaction, and student and staff morale, comes the realization that it was worth the countless hours of work. To watch a dream unfold into reality, especially when it is about the education of children and youth in your community, is deeply gratifying.

History of Charter Schools in Colorado

In the spring of 1993, Colorado passed charter school legislation, the third state to pass such legislation in the nation. For several years, parents across the state had attempted to create schools that would be more appropriate for their children than the one-size-fits-all neighborhood school. Their efforts were largely ignored by local school boards. These frustrated parents formed the grass roots support which, aided by two years of effort by the Colorado Children's Campaign, and combined with bipartisan sponsorship in the House and Senate and the support of Governor Romer, brought successful passage of the Charter Schools Act.

While it had been possible within the existing Colorado law for local school boards to authorize creation of magnet (alternative, choice, focus, option, etc.) schools, the atmosphere surrounding such efforts most often became divisive. In those situations, the local school board held all the power, with the parent or parent/teacher group having little recourse but to abandon their efforts in favor of private or home schools. The appeal process to the State Board of Education, so important to the original supporters of the Charter School Act, changed the dynamics between the proponents of new schools and their local boards of education.

Colorado's Charter law recognized that "...there are educators, citizens, and parents in Colorado who are willing and able to offer innovative programs, educational techniques, and environments but who lack a channel through which they can direct their innovative efforts." (Statute 22-30.5-102 (1) (c), C.R.S.) The Charter Schools Act laid the legal groundwork for that channel to be accessed, including a blueprint of basic requirements and an appeal process if an application was denied at the local level.

Legislators, in passing the Charter Schools Act hoped to improve learning for Colorado's students. The Act was intended to encourage different, proven, or innovative approaches to teaching, learning, and education. It was also intended to offer greater opportunity to academically low achieving students by recognizing and making provision for their different learning needs. In passing the Charter Schools Act, advocates hoped to provide parents and students with increased educational choice and to create new professional opportunities for teachers. The Act called for assessment of these approaches, and encouraged the development of different forms of assessment to verify improved student performance. Assessment of charter school programs was intended to contribute to understanding how best to educate students. It was intended to be a win-win opportunity for the parents, students, and professional educators in Colorado.

Existing charter schools in Colorado do celebrate educational choice, ranging in educational philosophy from experiential, highly individualized schools such as the Renaissance Charter School in Douglas County and the Pueblo School of Arts and Sciences to the quite traditional, direct instruction classrooms of some of the Core Knowledge schools. All of these schools are bound by law to meet student performance standards, fiscal, and legal requirements. They have worked to develop specialized programs which are highly accountable, include parent and community involvement, and continue to attract students. In the process, they have all learned, sometimes through trial and error, that there are better, more successful ways of doing business as well as less successful ways of planning and running schools.

Charter Schools Comparison to Magnet (Alternative, Choice, Option, Focus, etc.) Schools

The Charter Schools Act provides for the development of schools that are semiautonomous in their relationship with the local school board. When local school boards approve charter schools, thus delegating some of their authority, they also define within the legal limits of the Charter Schools Act the precise degree of autonomy in the negotiated contract with the charter school. Charter schools are accountable to the districts which approve them, but are able to select their own curriculum within state and federal laws, determine their own student/teacher ratios, manage their own budgets, hire their own personnel, contract with vendors outside the approved district vendor lists, and develop their own at will employment contracts.

By comparison, magnet schools (option, choice, alternative, or focus schools as they are called in some districts) usually exercise their autonomy only in curricular areas. They, along with all other district schools, are bound by the negotiated teacher contract, although a few schools have obtained waivers relating to specific parts of the teacher contract. These schools are funded just as neighborhood schools are with no greater budgetary discretion, and are usually bound by school district policies. Their focus is usually a specific educational philosophy. Their special challenge is to hire teachers to deliver the curriculum in accord with that philosophy. If a teacher turns out to be a poor match, these schools struggle within the confines of the negotiated teacher contract to move the teacher who is a poor fit—though not necessarily a poor teacher—to another school.

Differentiating charter schools from magnet schools begins with the charter application itself. Each local district has its own policy regarding magnet schools and regulations defining the application process. Typically, applications must include a mission statement, goals and objectives, evidence of support, educational program and standards, a proposed budget, and may include plans for governance and operation. Some districts automatically ask charter school founders if they will consider operating as a magnet school. The specific enrollment policy may be dictated by the district for magnet schools, but must be identified by the charter school organizers and stated in the application.

Magnet schools in Colorado face challenges just as charter schools do. However, the magnet school challenge is focused on the protection of the philosophy of the school through hiring and budgeting rather than on the charter issues covered later in this Guidebook. Passage of the Charter Schools Act in Colorado has contributed to the opening of a number of magnet schools in several school districts. Local school boards, in their efforts to respond to the cry for choice heralded by passage of the Charter Schools Act, have reviewed, rewritten, and developed policies more favorable to magnet school creation.

CHARTER SCHOOL DEVELOPMENT (Phase I)

The Introduction has provided a thumbnail sketch of key issues in the development of a successful charter school. Perhaps the most important issue is the preparation of the charter school application, which if done properly provides a sound blueprint for the school. This Guidebook provides guidance, including examples, to the preparation of a charter school application. Some of the more complex components are discussed in greater detail than others. In addition, some practical areas that have caused difficulty for many charter school founders will be emphasized.

Colorado Charter Legislation requires that Charter school applications include these essential components:

1. Mission Statement*
2. Goals and objectives*
3. Evidence of support*
4. Educational program and standards*
5. Plan for evaluating pupil performance*
6. Proposed budget*
7. Plan for administrative audit
8. Plan for displacement of students and staff
9. Governance and operation*
10. Liability and insurance
11. Transportation plan
12. Enrollment plan
13. Waivers

*Examples of each of the above items are provided in the Appendices, either in the Littleton Academy Charter Application or in special sections; discussion of the asterisked or more challenging items follows below.

A good additional resource is the "Colorado Charter School Information Packet and Guidebook" available from the Colorado Department of Education by calling William Windler at (303) 866-6631.

1. Philosophy and Mission Statement

The educational philosophy and mission statement are of primary importance because they form a blueprint for the school. Lacking a consistent, clear blueprint, the school will struggle to establish its identity and sense of direction. Such a blueprint requires serious belief in and articulation of an educational philosophy, the very reason to form the school. Once researched, educational philosophies must be evaluated based on the charter school founders' experiences and value systems. Only after developing and adopting a coherent educational philosophy can the founders begin to focus on other elements of the charter school application. The following questions should be freely discussed and answered before sitting down to draft the philosophy statement:

- Curriculum focus: **what** is this school trying to accomplish?
- Values: **why** is the school attempting to accomplish what it hopes to accomplish?
- Educational approach: **how** will the school accomplish what it hopes to accomplish?
- Customer: **who**—what age and type of student is the school to serve?
- Assessment: **how** will we know if we are achieving our mission?

Copies of several philosophy statements are included in the Appendices. The philosophy statement should contain the core values of the school. If Core Knowledge is the basic curriculum around which the school is built, it should be mentioned. If that curriculum is to be delivered using the direct instruction method, that too should be mentioned. And, if a disciplined environment is expected, mention it. Although not required by the Charter Schools Act, a philosophy statement provides a good sketch of the school.

A clear, concise mission statement must then be developed which captures the mission or expected outcome (the "what" is to be accomplished) of the school, and is the logical product of the adopted educational philosophy. Since the philosophy statement and the mission statement together form the blueprint by which the school will be approved and implemented, and are the statements most read by parents enrolling their students, they should be tested repeatedly on several small groups of parents before being adopted. The wording should be sufficiently clear that different people reading the statement will visualize the same school.

Poorly written mission statements often plague an opening school with unhappy parents and staff who expected what they thought the words meant, rather than what was actually intended. Be very careful about words like *basics, individualized instruction, experience based learning, student led learning, at-risk students,* etc. Those words conjure up a variety of images that must be defined concisely in supplementary documentation to clearly portray the school. One school, a rigorous liberal arts secondary school, titled its application "The Alternative High School." After the school was approved, the principal received a call from a mother asking that her son, who was in "lock up," be put on the waiting list for the school. Clearly "alternative" did not mean rigorous liberal arts to that mother. Logically not, since "alternative" typically refers to programs for students who are not successful in the neighborhood high school. Avoid confusion by carefully choosing and defining words.

Several examples of mission statements of varying quality:

> "Sci-Tech Academy, a prototype 21st century school, uses state of the art technology to provide a sound educational environment grounded in the fundamental skills of a traditional college preparatory curriculum. The environment will be individually structured to optimize each student's growth, so that all students, including "at risk" pupils and those who are challenged with learning difficulties, will acquire a first class education."
>
> **Sci-Tech Academy, Jefferson Cty.**

"The mission of Jefferson Junior High is to help students attain their highest social and academic potential through an academically rigorous, content rich educational program."

Jefferson Academy Junior High, Jefferson Cty.

"We will strive to build a solid foundation of knowledge and skills that will enable our children to meet the challenges of a global society."

Core Knowledge Institute of Parker, Douglas Cty.

"The Mission of The SAFE School is to provide opportunities for the at-risk student to reach his/her full academic, personal and social potential in an environment that is nurturing, yet challenging; celebrates the individual, yet promotes community involvement; and promotes both responsibility and freedom, leading to the development of habits of lifelong learning and service to the community."

The SAFE School, Denver Public Schools,
(not approved)

"The mission of the Littleton Academy is to provide, within the Littleton community, a content rich, academically rigorous education with a well defined, sequential curriculum in a safe, orderly and caring environment."

Littleton Academy, Littleton Public Schools

The mission statement should include specifics enough to differentiate it and its mission from other schools. For instance, some of the Core Knowledge charter schools are quite similar to Littleton Academy in their focus and curriculum although that is not always apparent from the mission statements. Some Core Knowledge charter schools do not define "how" they intend to educate their students, making it difficult to differentiate them from charter schools of different educational philosophies.

The process of developing and clarifying the philosophy and mission statements serves as an excellent opportunity to build community support for the school as well as to confirm that the statement itself is clear. As mentioned, small community meetings are best at first to allow adequate discussion of the philosophy and mission statements and for the purpose of doing any word smithing that is deemed necessary. Always the goal should be to develop the most concise statement of the school's purpose.

To preserve the opportunity to select the very best curriculum materials, It is best to avoid details such as naming specific textbooks or software in the philosophy or mission statement.

2. Goals and Objectives

Charter schools have been called the "most accountable public schools" because measurable goals and objectives must be stated for the school. Remember that compliance with state and district goals, academic content standards, state accreditation, and evidence of third grade literacy are mandated. Student performance, graduation expectations, percentage of students reading at grade level, etc., are examples of goals and objectives that can be measured. These goals (the overall outcome) and objectives (what is to be accomplished; narrow in scope and always measurable) become part of the criteria by which the school is judged when it applies for renewal at the end of its initial contract term. Waivers of state law should be applied for as necessary to accomplish these goals and objectives.

Examples of Goals and Objectives of varying quality from various charter school applications. More examples are included in the Appendices.

> Pupil Performance Standards
> "All students will be expected to complete SciTech requirements at the 'Mastery' level ("A" or "B") and in at least 20% of all achievements must earn a "Distinguished" rating, reflecting exceptional ("A++") performance." Sci-Tech Academy, Jefferson Cty.
>
> Three – year Goals
> **"School Attendance**—equal or exceed the average of Douglas County Schools."

> "**Achievement**—Core Knowledge Institute of Parker will raise CTBS composite scores for grades 3 and 6 by 5% per year over the first year (1994-95) baseline data. Scores will meet or exceed district averages in years 1995-96, 1996-97." Core Knowledge Institute of Parker, Douglas Cty.

As stated earlier, the goals and objectives included in the application and adopted by the governing board must be *measurable.* The Charter Schools Act requires in the application,

> "A description of the charter school's educational program, pupil performance standards, and curriculum, which must ***meet or exceed*** any content standards adopted by the school district in which the charter school is located...."
>
> (Emphasis added.) (Section 22-30.5-106(1)(e), C.R.S.)

Well-developed goals and objectives are essential to fulfill the statutory requirements of the charter school application.

3. Evidence of Support

Once the philosophy, mission statement, and goals and objectives are clearly defined, the founders must begin conducting larger public meetings to ensure that there is adequate interest in the school to warrant pursuing the application. A good rule of thumb is that there should be at least as many children on the waiting list as there are spaces in the school. It is essential to demonstrate adequate support for the school or a local board has no reason to approve it. Founders can best demonstrate support by having a list of prospective students (to be enrolled by the enrollment policy specified in the application) already collected when the application is submitted to the local school board. A very organized, detail oriented person should be responsible for enrollment issues such as keeping track of students' signup dates, current schooling, etc. Information about the number of prospective students in the district currently enrolled in private or home school should be included in the budget section of the application.

New students bring new money to the local school district if they enroll, thus increasing revenue to the district.

4. Educational Program and Standards

The application needs to include a section describing what the educational program will be. The curriculum and the methods used comprise the educational program of the school. This section should reflect and be parallel to the mission and philosophy statements. Specific textbooks and software, for instance, should not be specified to allow for flexibility. Curriculum plans such as phonics for the teaching of reading, for instance, should be mentioned. Likewise the application should specify the methods for teaching, such as cooperative learning, heterogeneous grouping, for example. The Littleton Academy application specifies the standard of performance that:

> **At all times, in all grade levels, correct spelling and vocabulary development will be emphasized, along with computational accuracy.**

5. Plan for Evaluating Pupil Performance

Specific guidance about the types of assessment tools and frequency of assessment should be included in the application to assure regular student performance assessment. Be sure to assess students initially to gain baseline data and define any desired additional profile information. The governing board needs to assure regular periodic review of this information by someone knowledgeable in the area. These reviews should result in an analysis of the curriculum, the educational program, and the effectiveness of school practices. Ideally, changes are not made without subsequently analyzing the data to demonstrate the effectiveness of the changes.

6. Budget

A sound, comprehensive, and reasonable budget is critically important in the charter school application. Founders must research and establish clearly the funds that will be available to the charter school and then develop a comprehensive plan for funds allocation. The Charter Schools Act requires that charter schools receive no less than 80% of the Per Pupil Operating Revenue (PPOR) of the district that approves it.

Basic revenue for the school is calculated by multiplying the number of full-time 1st through 12th grade students in the school by the PPOR. Kindergarten students count as half-time students, and any other part-time students are figured based on the number of hours they spend in the school.

Some districts subtract out the $210 per pupil for Capital Reserves and Insurance Reserve (Risk Management) from the PPOR as they determine the money for charter schools, while others do not. Make certain that you know how the district figures the PPOR. In FY (fiscal year) 1996-97 no PPOR in the state was less than $4305 including the Capital Reserves and Insurance Reserve monies.

When preparing the budget, it is wise to ask if there are monies other than PPOR to which the charter school is entitled, such as technology or "at-risk" funds. The charter school may also be eligible for categorical or special education monies. Special education monies follow identified children and must be used for the education of the children it follows. Categorical monies are designated for transportation, gifted and talented programs, vocational education, and the English Language Proficiency Act (ELPA). Title I (financial assistance to schools with high poverty populations—schools may apply) and Title VI (federal program—districts must apply) monies may also be available. Districts receive these funds, in some cases districts must apply for them, and it is not inappropriate to ask the district for consideration when they are dispersed.

Out of these monies, barring an available district school building or a benevolent patron, the following expenses must be paid:

- Building rent or purchase and cost of any renovations to the site.
- Utilities.
- Personnel (Director/Principal, faculty, and staff): salaries and benefits.
- Curriculum (textbooks, science equipment, manipulatives for math, etc.).
- Office costs (including cost of annual audit).
- Special Education costs unless services are negotiated from the district (extra money should accompany each identified child).
- Negotiated services that may include personnel services, insurance, etc.
- Furniture.
- Transportation (if provided).
- Food service (if provided).
- Any other costs that might not fall into a specific category above.
- Contingency (at least 5% of the total budget).

Charter school budget revenue and expenses should be projected for 3 – 5 years. All startup costs for those grades with which the school is to open must be included in the first year year's budget. If the school applies for grants, make certain they cover *non-operating* costs such as startup expenses, extra programs (which if no longer funded will not affect the integrity of the school or its educational program), or capital items, such as computers. Charter schools must be certain that *operating costs* are no greater than their usual portion of the PPOR. Some districts allow advances for startup costs to be paid back during the initial term of the contract. That type of arrangement must be made with the local school board after application approval and during negotiation of the charter contract. A reasonable payback schedule should be part of the negotiations and be included in the contract.

Funding will be dependent upon actual student enrollment on the "count date" in October. In order to ensure good cash flow, you should find out when the district disburses monies. Disbursement dates may vary with the fund source. It would be wise to underestimate the number of students to be enrolled by 5%, to avoid the possibility of an immediate deficit budget, which could force personnel layoff. Colorado charter schools may not charge tuition except for one-half day of full-day kindergarten or for preschool, and under certain circumstances, for out of district students. However, student fees may be assessed for expendable goods such as art supplies, chemicals, etc. Care should be taken not to exceed the limits of state law or to make costs prohibitive for families.

Budgets should include such costs as employee benefits, which include statutorily mandated programs such as Public Employees Retirement Association (PERA) or the Denver Public Schools retirement fund. Make certain that all essentials including liability insurance and other necessary services (some of which can be negotiated through the district) are included in the proposed budget. While figures do not have to be exact, they should be close to the actual costs to open, outfit, house, and operate the school.

Budget decisions are woven into all facets of school planning. For example, in order to provide for future teacher raises, costs should be projected carefully. Teachers should be hired with varying degrees of experience to ensure a manageable pay structure with room for growth thus freeing up money during the subsequent years to increase salaries as appropriate. Imagine where the school should be at 5 years, at 10 years, etc. Then design the budget to get there.

Examples of well designed and thorough budgets are included in the Appendices.

7, 8 and 10 13. Additional items required in the charter school application.

Examples of each of the above listed items are included in the Appendices. Remember that a complete application addresses each of the 13 items listed earlier. Some of the items, such as the "Plan for administrative audit," are important accountability issues, but are straightforward—either there is a plan, or there is not. In others, such as the "Enrollment plan," the founders need to discuss the actual process of enrollment, making a decision about which method is preferable to the founders. The final plan may be eclectic—students for the initial classes at the charter school are selected on a first come, first serve basis (thus guaranteeing that those parents who worked for the school will benefit), and starting with year three, admission will be by lottery with provision for siblings.

Governance and operation are covered in the section "Charter School Implementation (Phase 2)" of this Guidebook.

These items—Plan for administrative audit, Plan for displacement of students and staff, Liability and Insurance, Transportation plan, and Enrollment—are well covered in the "Colorado Charter School Information Packet and Handbook," available from the Colorado Department of Education by calling William Windler at (303) 866-6631. **This Packet is updated annually, reflecting any changes to the charter school law or related laws that may affect charter schools.**

CHARTER SCHOOL IMPLEMENTATION (Phase 2)

Once the application is approved there is work yet to be done. The founders of the charter school should complete contract negotiations with the district, a task that will take considerable time. At the same time they must begin the effort of transition to the first governing board of the school. While the initial governing board need not be seated until contract negotiations are complete, the process should be defined and active recruiting of members should be occurring so that it can begin the process of assembling committees to select curriculum, aid in hiring the Director/Principal, etc.

The first, and most essential, task after approval is the negotiation and writing of the contract with the school district. Issues such as services to be purchased from the district will be defined in the contract, as will the total budgetary allotment. Charter school founders should retain legal counsel to assist in this effort. The school district, of course, will have an attorney on staff to draft the contract. An attorney for the charter school should review the contract, interpret the provisions in the document, and make recommendations for changes necessary to protect the school. Fortunately, there are attorneys who will do this work at reasonable rates and some that, because of personal interest or beliefs, will work *pro bono* for a newly approved charter school.

After legal and financial issues are tended to, it is necessary to deal with the more practical matters of establishing essential operating policies, outfitting a building, ordering supplies and furniture, hiring staff, and enrolling students. This may be the time when final selections are made regarding textbooks, computers, software, etc. It is always wise to have committees, which are advisory to the governing board, composed of four to eight people to make these recommendations. Several perspectives are helpful as decisions are weighed, especially since the ramifications of these decisions will have to be dealt with for several years. For some school communities, issues regarding specific texts or programs have been quite heated. The earlier those conflicts are resolved, the better for the school.

Governance and Policy Development

The transformation of the founders or their successors into a governing board must be finalized once the contract with the district is signed, at which time the selection or appointment of a formal governing board must occur. Charter school developers should have defined the governance structure of the school in the application. For most charter schools this governance structure takes the form of a parent, parent/teacher, or parent/teacher/community board which always includes the Director/Principal of the school, often as a nonvoting member. In virtually all cases, the board should act as a governing, as opposed to a managing board except in the direst of circumstances. It is likely in the early days of operation that the division of management and governance may be a bit cloudy because of the enormity of the task of opening a school. However, there must be a continual and conscious effort to divide the tasks so that the board becomes a policy board and the Director/Principal is allowed to manage the day-to-day operations of the school. Board responsibilities should include setting policy to protect the school philosophy, determining curriculum, overseeing the budget, evaluating the Director/Principal, and determining how the staff will be evaluated. In some cases, schools have organized as nonprofit organizations (501(c)3) status must be applied for) and therefore, find some of the board's activities dictated by law.

It is tempting to select as governing board members the people who fought the political battle, typed the application, held information meetings, and developed the budget. At this point however, the job focus and required skills shift, requiring different talents and knowledge. Good governing board members will be those who understand best the school's philosophy and mission statements. They understand the larger setting within which the school exists, state and federal education laws as they apply to the school, and can make accommodations for changes as they occur. They also know and understand the political environment in the district within which the school is located. Finally, they must have a good sense of the community of parents who comprise the school. Board members must ensure that policies are internally consistent and supportive of the established philosophy and mission statement. In summary, the role of the board is to formulate policies to protect the school's philosophy and direction, and to assure that the charter school's financial and legal obligations are met.

After working together for several months, the founding group should be fairly familiar with each other's strengths and weaknesses. It bears repeating that the governing board must be composed of people who see the big picture, who understand the philosophy and mission of the school perfectly and can be trusted as guardians of the school philosophy. The board is charged with finding the essential ideas in details, thoroughly investigating problems in search of the best, most workable solutions, and devoting the time necessary to see the school established. It is important that significant representation from the founding group be included on the first governance board to interpret the charter application and contract, and especially the philosophy and mission of the school. However, the founding committee members must be honest with themselves and with each other about their strengths and weaknesses. It is wise to try to find a balance of skills and vocations on the board, avoiding too heavy representation from any one group—attorneys, accountants, homemakers, former teachers, or business owners. It is helpful to emphasize to the founding committee members that the complex process of putting together a school requires people with so many different strengths that there will be no lack of appropriate opportunity for involvement in the school's development. Governing board service is merely one of these opportunities.

The following criteria should be applied to candidates as they volunteer to serve on the initial as well as subsequent governing board(s). Select people that:

- Understand and support the philosophy and mission of the school.
- See the big picture regarding the school and translate that picture into effective policies for the school.
- Consider alternatives and concerns before making a decision.
- Can make a decision and stand by the decision.
- Work well with a group and accept majority decisions.
- See through details to the essential issues at hand.
- Understand the role of a governing board and how it differs from management, or the job of the Director/Principal of the school.

- *Prepare for and regularly attend meetings.*
- Can make decisions for the school without focusing on the special needs of their own children.

It is imperative that governance boards recognize their responsibilities as distinct from the day-to-day operations of the school. A number of Colorado charter schools have struggled with the transition from founding committee to governing board. There have been anecdotal reports of some schools hiring Director/Principals who have then been prevented from managing the school. A lack of understanding by the governing board of the difference between governance and management leads to a lack of focus, which results in dampened school morale and burnout among well-intentioned people.

To accomplish the transition from initiating committee to governing board, the newly formed governing board should adopt policies defining and clearly differentiating its duties and those of the school Director/Principal. Recognize that while there is always some gray area between governance and management, every effort should be made to define responsibilities. The time and effort spent studying bylaws, developing job descriptions, and discussing necessary policies for the school should help a fledgling board understand its role in the school.

Policies

Before the charter school opens, it is essential that some policies be in place, especially those that guide operations. The governing board must set policies regarding how it will make decisions and set policies, how it will hire its Director/Principal, how it will select the specific curriculum, select and manage personnel, its expectations for student performance, a policy assuring consistency in tracking of measurable data, student responsibilities, use of facilities, financial goals, and support services. These are the framework of basic policies to which other policies must be added as anticipated or needed. It is not desirable to write policies for the mere purpose of adding to the policy manual, but it is unwise to function in an environment of "unwritten policies." There is no such thing as "unwritten policy," although such may be practice, and therefore, have no binding authority.

Written policies provide continuity and stability for a charter school. They serve also as a mechanism to shape the school's identity, to effectively use the resident expertise, and to gain support for the school's mission and educational philosophy. They serve as a check to anyone hoping to advance an agenda contrary to the mission of the school. Policies can also help to clarify the roles and responsibilities within the school, by drawing a clear line between the administration and governance. In so doing, they clarify the lines of accountability and provide a basis for evaluation.

> **"A major axiom may well be that any important direction a school takes should be deliberate, not by default; and this deliberation is the legitimate task of the whole school community, although final decision and responsibility must rest with the governing body."**
>
> **ECIS Policy Planner (Second Edition)**

Policies can be created from scratch, although sample policies may be considered and modified to fit the specific needs of an individual school. To aid in the discussion and to shorten the time required to develop policies, examples of some policies are included in this Guidebook. It is essential for governing board members to question and play the devil's advocate during the policy discussions as they prepare to create and adopt policies. New policies should be carefully read, studied, and modified as necessary before adoption. ***Allow at least two board meetings for consideration of a policy before adopting it.***

As time passes it will become necessary to review adopted policies for consistency with other adopted policies. It is wise to have a policy (procedure) in place that defines the policy review process.

Pupil Performance Assessment

The governing board and accountability committee (mandated by state law) for the school are responsible for assessing the goals and objectives and the methods used to measure progress toward the goals and objectives for the school. Soon after opening, the school must collect baseline performance data on each student. This information is necessary to evaluate the "value added" to students during their years in the program. The governing board is charged with upholding the goals for student performance included in the charter school application and regularly assessing how well those goals are being met. With help from the school accountability committee, the governing board should collect data annually, preferably using multiple assessment methods, to determine progress toward goals and objectives. Should the assessment methods change, a transition period should occur during which dual data is collected until the correlation between assessments is determined.

It is essential as governing boards review goals and objectives that they also consider special education students. Students with an Individualized Education Program (IEP) frequently enroll in charter schools. To appropriately accommodate these students and families in the best interest of all parties, it is essential that the school, its staff, and its governing board understand laws pertaining to special education. They need to know, as well, what that looks like in practice. When in doubt, consult with experts in special education requirements and guidelines. Failing to understand the requirements and guidelines can cause problems, or worse, lead to legal action.

Governing Board: Membership and Operation

The governing board must write bylaws to define the number of board members, the process to elect them, and their terms of office. Examples of charter school governing board bylaws are included in the Guidebook. Terms for board members should be staggered so that fewer than half of the board seats change at any one time. Newly formed charter schools may want to consider having the original governing board serve longer terms, beginning the election process the second or third year. Continuity on the board is critical during startup because of the benefit from the wisdom gained during discussions about philosophy and mission, the application process, and the negotiation of the contract.

All charter school governing board meetings, except for executive sessions (allowed for discussion of personnel issues), must be open to the public. The meetings must be advertised and minutes of the meetings must be kept and be available to the public. (Colorado Sunshine Law and the Colorado Public Records Act.) Board members must realize that information regarding individual student information cannot be discussed in open meetings. However, since it is rare that the governing board must deal with individual student information, such discussion may occur in executive session.

Members of governing boards should be especially careful about issues that may present conflicts of interest e.g., for teacher board members, any discussion of teacher salary presents a conflict of interest because the teacher may personally and financially benefit from his/her vote. A clear policy is required regarding governing board members and conflict of interest situations.

Agendas with all necessary background materials should be prepared and distributed to board members before the meetings. Board members or school constituents proposing agenda items should give the requests, including all background materials, to the governing board chairman a week in advance.

Effective board members will arrive at meetings on time and be prepared to discuss all items on the agenda. Regular attendance is essential, with absences rare at best. A policy should be developed to cover attendance at board meetings and provision made for proxy voting. Meetings should begin on time and include the following agenda items:

- Approve agenda—the time to add or remove items from the agenda, including moving items from the consent agenda for further discussion.
- Approve and amend previous minutes.
- Correspondence—includes discussion of any written or phone communication with the board or any of its members. This is a good time to schedule any public comments.

- Director/Principal's report.
- Agenda items (prioritized).
- Consent agenda—this is the place to approve any items, which have in previous meetings appeared on the agenda and are in their final form such as policies, textbook choices, etc.

In order for a school philosophy to outlive the active involvement of the original founders and governing board of the school, the vision must be passed to others within the school who can guard the philosophy and groom other prospective governing board members, as well. Indeed, one of the most important roles of the governing board is grooming prospective board members. *Ad hoc* advisory committees to the governing board (textbook committees, curriculum committees, hiring committees, accountability committee, etc.) serve as an excellent training ground. Governing board members serving on these committees—they should serve on such committees—need to be alert to people exhibiting the desired qualities mentioned earlier for members of the governing board.

When good prospective members for the governing board are identified, it is the responsibility of the current governing board to assure that opportunity is available for these people to continuously increase their understanding of the school philosophy and mission and to expand their responsibility in upholding it. In addition, as leadership opportunities within the committees become available, such people should be asked to fill the roles.

The governing board has the responsibility to guarantee that the school community does not become stagnant and blasé about either the school philosophy or the school culture. Parent education offers important opportunity to prevent that from happening while also offering the opportunity to develop people who can step into governing board roles. Informal discussion groups focusing on the educational philosophy and mission, perhaps supplemented by readings, can provide some policy minded people the opportunity to learn more about the school. Newsletters to the parents should always carry the message of the school, its history, and its philosophy, as well. However, nothing can identify quality candidates better than an alert observer of other persons acting and thinking within a committee. Observant Director/Principals can often identify prospective governing board members as they interact with members of the school community.

Governing Board Annual Evaluation

Governing boards, to assure continued effectiveness, should conduct annual evaluations of their own performance including effectiveness of the meetings. In addition, the Director/Principal of the organization should also conduct an annual evaluation of the board's performance. Measurable criteria should always be used.

Boards should review their performance by responding to the following questions:

- Are the board and its committees sufficiently knowledgeable concerning issues that impact the school so that they do not depend excessively on guidance from the Director/Principal or other staff?

- Does the board have an established procedure for setting and approving policies, a policy book with all policies readily available, and a regular policy review process in place?

- Has the board ensured that the public relations efforts are in competent hands and will accurately convey the school's message to the public and to the school community?

- Has the board done an adequate job of forming committees to do the work of the school as needed—curriculum committees, textbook review committees, and hiring committees are examples—and are board members involved in those committees?

- Has the board done an annual school performance review? How does the performance compare with the school philosophy and stated goals?

- Has the board conducted an annual Director/Principal's performance review?

- Are complete and accurate board meeting minutes kept and made available to the school community?

- Do the bylaws allow for regular rotation of board membership?

- Does the board actively recruit members from the school community to participate on committees with board members? (This serves as a good training ground for future board members.)

Leadership or How to Select a Director/Principal

Perhaps the single most important decision the governing board makes is hiring the leader of the school. This decision must remain the responsibility of the board even though it is wise to seek advisory assistance from members of the school community. To make this decision wisely, all that serve on the hiring committee with the governing board must understand, agree with, and support the philosophy and mission of the school. This vision must be kept in focus while reviewing candidate qualifications. Board members must share candidate information frequently, as it becomes available during the hiring process. They must understand that they represent the school as a whole and not any one constituency within the school. Finally, they must plan immediately for the transition of leadership to handle any contingency.

For newly developed charter schools, hiring the first Director/Principal is especially important. So far it has been fairly common in Colorado for the first Director/Principal at charter schools to have a short tenure. This disruption of leadership during the first year or two is not beneficial to the newly developing school, its governing board, or its students. In some cases these changes of leadership have also involved changes in the educational program leading to discontinuity in learning for the students. The governing board should be especially careful during the hiring process to be sure that there is a match between the school, its philosophy, goals, program direction, and curriculum, and the candidate selected to be the Director/Principal in order to lessen the likelihood of a poor match.

The person hired to be Director/Principal is charged with making the vision and dream of the school a reality. It is he/she who must form a team of the staff members whether still to be hired, newly hired or inherited; he/she must clearly articulate the vision of the school to the entire school community in a manner that persuades them of its value; he/she must direct the resources of the school in a manner that is both fiscally sound and accomplishes the mission of the school. An experienced Director/Principal is usually desirable to manage a newly formed school. However, a strong candidate with less experience but with a clear understanding of the vision of the school, with the help of a strong governing board, can accomplish the task of starting up a new school.

The governing board, in order to hire the best Director/Principal possible for the school, must carefully plan the search and interview process so that each aspect of the process contributes to knowing as much about the candidates as possible. First the governing board must create a job description that clearly states the tasks and qualities required of the Director/Principal. Several examples are included in the Appendices. It is important when running ads for Director/Principal that sufficient information about the school itself be included so a potential candidate can evaluate the fit even before applying. The job description should be fairly comprehensive, giving a sense of the scope of expectations.

Usually there is not much time between running ads and receiving resumes. The enormous task of paper screening is the next step. Some schools hire consultants to do this task. If consultants are hired, they too must understand the philosophy and mission of the school. However, as already mentioned, it is preferable for the governing board of a charter school to reserve for itself the hiring of the Director/Principal of the school since the Director/Principal is directly accountable to and evaluated by the board. During the initial screening it is wise to keep in mind that it is helpful to have several candidates to compare during the interview process.

It is beneficial to get input from people outside the governing board. If parents or teachers have been helpful in the effort to get the school started and understand the philosophy and mission of the school, they can participate in informal interviews. Their input should be advisory, with the power to hire vested with the governing board. However, it is helpful to the governing board to know how other members of the school community view a candidate.

Interviewing Director/Principal Candidates

The governing board must determine the process for interviewing the candidates. This process should define the roles of various interviewing members of the school community—governing board, parents, staff, and perhaps students. It is wise to include representatives in the interview process from each constituent group. It will probably be necessary to do some interview training prior to paper screening, informal interviewing, formal interviewing, checking references, and visiting the Director/Principal's current school. Be sure to select people for the interview teams who know and agree with the philosophy and mission of the school so that they can recognize it in a candidate.

Informal interview groups of parents, faculty, and students (if the school includes secondary students) offer the governing board extra sets of ears and eyes during the hiring process. During informal interviews the groups may ask questions, answer questions, or listen to prepared presentations by the candidate. The intent, of course, is that something might be observed or heard in the more informal setting that could be missed during the formal interview. These informal groups must know that their function is advisory. ***They should not have veto power, but their input should be heeded.*** Any questions that arise from these groups must be followed up during the reference checks just as carefully as questions that come from the formal interview process. Interactions with members of the school community may be indicative of interactions with comparable members in the candidate's current school.

Questions for the formal interview process must be carefully crafted to be certain that they will elicit the depth of response that is needed to make a wise selection of the

Director/Principal. While interviews for faculty members may be half an hour to forty-five minutes in length, there is no need to limit interviews with the candidates for Director/Principal to such a length. Indeed, it is often helpful to have more than one interview session with each candidate to be certain that there is consistency in the responses and that enough is learned about each candidate to make wise decisions. Remember, this is also the time for the candidate to ask questions of the committee. The candidates must know enough about the school to determine for themselves whether there is a good match.

Examples of interview questions and questions for reference checks are included in the Appendices.

After the initial screening and formal and informal interviews are complete, it is imperative that reference checks be accomplished for all viable candidates. It is wise to ask each listed reference person for additional contacts. Indeed, it is helpful to contact references from each of the constituent groups (governing boards, parents, students, and office staff) at the candidate's current school. Remember that questions and concerns arising from the informal interview groups must be explored in reference checks, as well.

The Director/Principal is hired to lead, not to be led. He/she is, of course, accountable to the governing board, but it is he/she for whom the rest of the staff works. The staff working for a weak Director/Principal usually struggles with the lack of focus within the school, which manifests itself in disunity and factions among the staff. Careful questioning of references should alert you to this shortcoming. Such statements as: "He's very visionary, but somewhat ahead of the rest," may mean that the candidate does not lead his staff, rather he drives or pushes it. On the other hand, a reference that says of a candidate that he presents ideas to staff and parents, listens to their input, modifies the ideas based upon their concerns, and then takes them forward, shows a clear understanding that to lead, people must follow. Follow-up questions can help you determine the type of leader a candidate is.

The Director/Principal is hired to be the leader of the school. Politics, Markets, and America's Schools notes that the best principals are:

> **"...likely to be the types of people who want to be leaders, not rule-followers or managers, when it comes to important matters of school policy and structure. They are also likely, given the requirements of effective leadership, to be people whose approach to schooling is deeply rooted in teaching." (page 58)**

While the board needs to be clear about qualities it hopes to find in a Director/Principal, it should be willing to consider different personalities and styles of candidates. The board needs to consider the school community and its expectations as it considers candidates. The process requires patience and tenacity in the search for the best (not perfect) candidate. Ultimately however, the board must choose the candidate best equipped overall to lead the school.

After hiring the new Director/Principal, considerable effort needs to be made to make the installation or transition of leadership as smooth and congenial as possible. If the new Director/Principal is replacing a principal who has been at the school for awhile, some consideration must be made for the fact that many of the school community members will feel loyalty to the departing Director/Principal. To ease that transition, it may be valuable to have a social function to which all members of the interview team as well as other important school leaders are invited. The governing board has a special role in being visible and active in its support of the new Director/Principal during all school events.

Student Performance Evaluation

Student learning is the major focus and ultimate objective of the Charter school effort. To confirm that learning has occurred, there must be proper provision in place to evaluate how much learning has occurred. Ideally this evaluation process will include external assessments as well as internal, more subjective types of evaluation. Colorado State law requires state assessments in selected grades unless waived by the State Board of Education. Over the next few years during which time full implementation will occur, Colorado schools must begin assessing students to determine what they know and can do in the following areas: reading, writing, mathematics, science, history and geography. More information on these assessments can be obtained from the Colorado Department of Education. It is wise to be aware of and to be prepared for each of these types of assessment in addition to whatever other forms of student evaluation are chosen.

Standardized tests provide a constant to use for comparison (because of their long history and their focus on skill acquisition) along with other assessment methods that may be selected. Many people, regardless of their political and social orientation respect standardized tests because they are a fairly good measure of basic skill acquisition and are comparable nationally. There are also a number of new types of assessment being piloted or that have been used for only a few years. Look for correlation between the various testing methods and regard any discrepancies with concern. Assessments developed in-house should be evaluated for consistency among the evaluators, and should, as well be correlated with standardized and other external tests. Given that grade assessments have a subjective component, resulting in an "A" from one school being a "C" or "D" at another, additional measures are desirable. External evaluations and standardized tests provide an assessment of the expectations of the faculty within the school compared with expectations in other schools across the country.

Charter schools have an excellent opportunity to experiment with assessment methods, including the development of new ones. However, they must ensure that student performance falls within the acceptable performance range—

"...pupil performance standards, and curriculum, which must meet or exceed any content standards adopted by the school district in which the charter school is located...." CRS 22-30.5-106(1)(e).

Beyond those required assessments, the school may want to select or create additional assessment tools to evaluate the success of the school's mission. For instance, Core Knowledge schools may want to assess the acquisition of the Core Knowledge curriculum. Experience-based schools may want to select assessments that reflect the educational philosophy of their schools.

A list of companies offering alternative assessments is included in the Appendices under Resources.

John Irwin Colorado Schools of Excellence Program

Colorado charter schools have the opportunity to participate in the John Irwin Schools of Excellence Program. The application process requires schools to assess themselves, set goals, and then evaluate their progress toward reaching the goals. Several charter schools have been designated John Irwin Schools of Excellence.

Applications can be ordered from the Colorado Department of Education by calling David Dinkins at (303) 866-6633.

Littleton Academy Charter School Application

Several people who have put together charter school applications have said that one of the most helpful things for them has been the opportunity to study other charter proposals. This copy of the Littleton Academy Charter School Application is complete with the exception of the Appendices C, E, and F. Because most of those items are included in sections of their own in the Appendices of the Handbook—budget and waivers, for instance—they are omitted here.

Littleton Academy

Charter School Application
(As Amended)

April 24, 1996

(This format is slightly different than the original.)

Table of Contents

Introduction Page

a. Mission Statement 3

b. Goals, Objectives, and Pupil Performance Standards 9

c. Parent, Teacher, or Pupil Support 13

d. Statement of Need 15

e. Educational Program, Pupil Performance Standards and Curriculum 16

f. Evaluating Pupil Performance 21

g. Soundness of Economics, Proposed Budget, Annual Audit, Displacement Plan 24

h. Littleton Academy Governance 30

i. Employee Relationships 34

j. Legal Liability and Insurance Coverage 39

k. Transportation 42

l. Enrollment Policy 43

Supplemental - Request for Waiver of District Policy 44

Appendix A - Initiating Committee Members 50

Appendix B - Traditional School Paper *(follows proposal)*

Appendix C - Evidence of Support (Sample of Letter of Intent - Number of Respondents)

Appendix D - Curriculum Bibliography 51

Appendix E – Budget *(not included)*

Appendix F - Site Analysis 70

Appendix G - Joint Request for Waivers 75

Introduction

The Initiating Committee of the Littleton Academy is pleased to submit this Charter School application to the Board of Education of the Littleton Public School System. (Also referred to herein as The Littleton School Board or the Board of the Littleton Public Schools or the Board.) Charter schools have created the opportunity for parents and community members to play an important role in the development of the education of the children of the community and in the provision of educational choice. As the public debate about education continues, the ability to form charter schools enables parents, students, teachers, administrators, and community members to formulate new and innovative solutions to the challenges of improving education. These solutions are put into place in the context of the public school system, therefore making them available to the public at large and creating the opportunity for the duplication of the most successful efforts. For all of these reasons, the dozens of individuals who have participated in the formulation of this application are excited about the opportunity to build an excellent charter school, with the assistance of the Littleton School Board.

The charter we are seeking is for five academic years, beginning in the fall of 1996. We anticipate a school which will be attended by two hundred and fifty (250) to six hundred and fifty (650) students.

This application has been prepared in compliance with the Colorado Revised Statutes 22-30.5-101 et. seq., the "Charter Schools Act" (the "Act"). Consistent with the requirements of the Act we have submitted all the information required by the Act. It is our belief that the application is complete and correct. However, should the Board require further details, we will do our best to comply with all reasonable requests.

This application, when approve by the Board of the Littleton Public Schools, shall constitute a contract (herein after referred to as "Littleton Academy Agreement") that will be prepared and signed by both parties at the time of the approval of Littleton Academy (also referred to herein as the Academy), in accordance with the provisions of C.R.S. 22-30.5-105, either in this form or in the form of a more formal contractual document, as the parties shall agree.

The names, addresses and telephone numbers of the members of the Intitiating Committee are attached as Appendix A, which is attached hereto and by this reference made a part hereof. This application incorporates by reference as if fully set forth herein, all the relevant portions of C.R.S. 22-30.5-104.

a.1

Mission Statement of the Littleton Academy

Colorado Revised Statutes 22-30.5-106 (1): "The charter school application shall be a proposed agreement and shall include: (a) The mission statement of the charter school, which must be consistent with the principles of the general assembly's declared purposes as set forth in section 22-30.5-102 (2) and (3)

The Littleton Academy, consistent with the principles of the Charter School Act, has adopted the following Mission Statement:

Mission Statement:

The mission of the Littleton Academy is to provide, within the Littleton community, a content-rich, academically rigorous education with a well-defined, sequential curriculum in a safe, orderly and caring environment.

Philosophy Statement:

Student academic achievement is the primary goal of the Academy. The underlying philosophy is that in order to master higher level skills, students must first master the fundamentals. Mastery - the ability to demonstrate knowledge repeatedly and accurately or display a skill - requires repeated exposure to the subject matter, increasing degree of challenge and considerable practice both at school and at home. Mastery of the core academic subjects is central to the concept of the Academy.[1]

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[1] The Traditional School Concept Paper, prepared under the auspices of the Littleton Public School Board of Education, presents an articulate description of a traditional school. That paper is attached as Appendix B and by this reference made part hereof.

The following components are integral to the success of Littleton Academy:

1. Curriculum

The curriculum for the Littleton Academy is chosen for its demonstrated success in currently operating traditional schools. Textbooks are an essential part of the learning and teaching process and provide the needed continuity to the sequence of the curriculum. The rigorous curriculum emphasizes reading, writing, spelling, vocabulary, mathematics, science, geography and history. Students are expected to apply knowledge and skills across content areas. Music, art and physical education are considered a vital part of the Academy's curriculum.

Well-structured and sequential phonics-based reading instruction is emphasized for grades K-3. Correct spelling and vocabulary development are emphasized at all grade levels. Content is important. As observed by E. D. Hirsch, Jr., "...successful reading also requires a knowledge of shared, taken-for-granted information."....[2] The Academy goes beyond ensuring mastery of basic language arts skills to providing students with knowledge and appreciation of literature, culture and American heritage. The Academy strives to instill in students a sense of responsible citizenship, patriotism and respect for the institutions of this country. Included in the curriculum is a study of history and geography. Math computation, including arithmetic, is considered an essential building block for developing higher levels of competence and problem-solving capabilities. Memorization is considered a valuable step along the path of intellectual growth and will be expected across all subject areas. Students have a thorough grounding in the physical and natural sciences and understand the applications of the scientific method.

2. Staff

A competent, motivated teaching and administrative staff is crucial for Littleton Academy's success. The principal provides instructional leadership for the Academy and inspires implementation of the academic mission. The principal is accountable for the continuous academic growth and improvement of all students. The principal hires the teaching staff with oversight from the Governing Board. The principal is responsible for evaluating teacher performance and is responsible for the ongoing professional development of the teaching staff.

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[2] Hirsch, E.D. Jr., Kett, Joseph F., Trefill, James, The Dictionary of Cultural Literacy (Boston: Houghton Mifflin, 1988) p.xi)

Teachers are responsible for implementing and amplifying the defined curriculum. Teachers are chosen for their skills in instructional and classroom management and their ability to communicate effectively with students, parents and administration. Teachers are expected to participate in staff development programs. Guided by the philosophy of the Academy, teachers are to explore and utilize the most effective instructional strategies to accommodate a variety of student needs.

3. Environment

Littleton Academy is characterized by a safe, orderly and caring environment. The Academy is organized into specific grade levels, each with a well-defined, sequential curriculum. The school days are structured and consistent; interruptions to the instructional day are minimized. The daily schedule is designed to maximize academic time. Teacher in-services are clustered so that students will not have frequent off-days during the school year. The dress code for students, which may include uniforms, visually communicates an expectation of respectful behavior.

Littleton Academy believes that all children can achieve and that many learn best in a structured environment. Teacher-directed classroom instruction is considered the most effective way of maximizing learning. The Academy recognizes that there are diverse student needs and that teachers must consider those diverse needs in providing instruction.

The family-school connection is crucial to student success. Parents sign a contract with the Academy defining their involvement in the education of their children and agreeing to work a specified number of volunteer hours for the Academy. Students are responsible, with parental support, for their attendance, punctuality, homework and behavior at school.

4. Assessment

Assessment of student learning and achievement is done frequently to ensure the progress expected by parents and the Academy. The results of assessments are shared with parents. Grade-level standards and high expectations for student mastery of content and quality of work are clearly defined. Uniform criteria are used to determine letter grades. Homework is required of students, and assignments are expected to be completed on time and are graded. Report cards with letter grades are sent home so that parents have a clear understanding of a student's level of performance. Objective standardized tests and other objective means of assessment are used as appropriate. Retention (holding a student back) is acceptable if grade-level standards are not met.

A solid textbook-based curriculum which has been proven successful, a motivated teaching staff, a supportive environment with clearly defined behavioral expectations and frequent assessment are the hallmarks of the school. The result is superior education.

47

b.1

Goals, Objectives, and Pupil Performance Standards

Colorado Revised Statutes 22-30.5-106 (1) (b): "The goals, objectives and pupil performance standards to be achieved by the charter school."

In accordance with the Charter Schools Act, the following goals, objectives and pupil perbormance standards have been adopted by Littleton Academy.

Goals & Objectives

1. Academic Achievement

The primary goal of Littleton Academy is student academic achievement. To attain this goal, the Academy will adopt curriculum that meets or exceeds model content standards established by the State of Colorado and by the Littleton Public School System (also referred to herein as the District or the Littleton School District or Littleton Public Schools or LPS).

a. A wide variety of assessments that document student progress in academic achievement will be used. Assessments that measure student progress towards state standards will be administered as required by state statute.

b. The Iowa Test of Basic Skills will be administered annually to each grade.

c. Mean test scores on the ITBS will meet or exceed the District's average for any given year.

The first year, the ITBS will be taken at the beginning of the school year to establish a baseline on which to compare further student achievement.

2. **Choice**

The Littleton Academy will provide parents and students with an alternative choice in the type of educational opportunities available within the public school system by establishing a traditional school. Littleton Academy will attain the charter and maintain its enrollment within the range of its authorized capacity.

3. **Parental Involvement**

In recognition of the vital role parents play in fostering student achievement, the Academy will offer many opportunities for active parent involvement. In addition to giving their own children support for the high academic expectations, parents will be expected to assist in all aspects of school life, including: classroom support for teachers, writing grants, fund raising, serving on a planning committee, or any other activity that benefits the Academy.

a. Parents will sign a contract with the Academy specifying their responsibility to the Academy.
b. Parents will contribute volunteer hours to the Academy, as specified in the parent-school contract.
c. Parents will acknowledge their review of homework and grades in writing, as specified in the parent-school contract.

4. **Community and Business Involvement**

The strength of Littleton Academy will be enhanced by engaging the active support of the community and business representatives.

a. A committee will be established to develop liaisons with community and business representatives.
b. Donations from local businesses will be encouraged.
c. The Academy will communicate through newsletters, the media, and the annual report.

5. Attendance

Regular attendance at Littleton Academy is crucial to student success. High attendance rates minimize disruptions to the learning environment.

a. The Academy will achieve an attendance rate of 95% or better.
b. The Academy will identify and address non-illness related situations that could prevent or hinder regular attendance.

6. Graduation Rate

Littleton Academy will maintain a stable re-enrollment rate of 96% of eligible students who will continue at the school through 8th grade graduation. The Academy will develop a procedure to identify students at-risk for dropping out of school and will develop and implement an intervention plan to meet the needs of these students.

7. Discipline

Good discipline enhances the learning environment. Positive expectations for student conduct will be emphasized. Students will be expected to respect authority, accept responsibility, respect the rights of others, take care of their own property, and respect the property of others. No student will be allowed to disrupt the education of other students. Discipline standards will be enforced fairly and consistently. Second referrals for discipline will account for a small percentage of the entire student population. Littleton Academy will develop and implement a student code of conduct that will be in compliance with all applicable federal and state laws and will be presented to the District within 30 days of the anticipated opening of Littleton Academy.

Pupil Performance Standards

1. Littleton Academy students will be expected to achieve mastery of the curriculum content. The performance target is to have student grades average 80% or better on tests of curriculum materials.

2. All Littleton Academy students will take the ITBS (Iowa Test of Basic Skills) at the beginning of the 1996 school year to establish a baseline for subsequent measurements. In the spring of 1997 all Littleton Academy students will repeat the ITBS. Littleton Academy students will show an improvement in scores for all grade levels in all subject areas. ITBS will be given to all students at all grade levels on an annual basis.
3. Littleton Academy performance on the ITBS will meet or exceed ITBS results for the District.
4. Students who are found consistently to be working below grade level will be identified and will have a special plan developed for them, with input from their parents. Students who are found consistently to be working significantly above the class performance level will be identified and will have a special plan developed for them, with input from their parents.

c. 1

Parent, Teacher, or Pupil Support

Colorado Revised Statutes 22-30.5-106 (1) (c): "Evidence that an adequate number of parents, teachers, pupils, or any combination thereof support the formation of a charter school;"

There is considerable support for a charter school among parents and students within the Littleton community. One demonstration of this support is documented in the report to the Littleton Public School Board entitled Modern Traditional Concept Paper, dated September 1995. "In April 1995, the Board of Education requested that the administration determine the level of community interest for a traditional school model within the Littleton Public Schools system. In response to this charge, the district established and publicized a telephone 'hot line' for community members to indicate interest for this concept. Total responses included over 400 families representing more than 800 District students from all attendance areas and grade levels." (Appendix B)

The organized effort to begin a charter school in Littleton began on February 8, 1996. In approximately one month's time, and with little in the way of advertising or publicity, 147 families, representing 259 students, signed Letters of Intent to enroll their children in Littleton Academy. Although these forms are non-binding, the parents do express a clear intent to enroll their children in Littleton Academy, beginning in the fall of 1996. For purposes of confidentiality the signed forms are not included in this proposal. A copy of the form and a graphic presentation of the information is attached as Appendix C, and by the reference made a part hereof.

The academic approach of the program and the purposeful atmosphere of discipline will appeal to many families whose children have attended other schools, including public, private, parochial, and home schools. Littleton Academy provides an opportunity to attract students back to the public school system.

A fully approved and properly funded traditional charter school will be able to attract a large pool of suitable applicants from which to choose its teaching staff. Members of the Initiating Committee have conducted informal discussions with numerous individuals with respect to potential positions, and a positive response has been received. The Initiating Committee is not a legal entity that is capable of entering into contracts with employees; consequently, no commitments have been made to prospective teachers or other potential employees.

It is clear that there is an adequate number of parents, teachers and pupils to support the formation of a charter school. The Initiating Committee is confident that upon the approval by the Littleton Board of Education, support for the charter school, which is already significant, will increase.

d. 1

Statement of Need

Colorado Revised Statutes 22-30.5-106 (1) (d): "A statement of the need for a charter school in a school district or in a geographic area within a school district;"

There is an abundance of evidence of need for a traditional school in the Littleton School District. The absence of a traditional education option in LPS has been an extremely divisive issue in the community. In two successive elections a large proportion of the community has indicated support for traditional education. As noted editorially in the Rocky Mountain News, "There happens to be a large minority of parents in Littleton who clearly favor what they consider traditional education. They cannot get it now..." (Rocky Mountain News, 2/19/96)

More recently, 259 "Letters of Intent" have been submitted by parents wishing to enroll children in the proposed Littleton Academy, despite relatively short notice and little publicity. In response to a questionnaire distributed by Littleton Public Schools administration, parents of 502 students indicated interest in enrolling their children in an LPS traditional school. The survey was distributed only to currently enrolled students in LPS and did not include the rest of our community, such as private school and homeschool students. In neighboring Jefferson County, schools offering traditional education have long waiting lists for enrollment. In community after community throughout the United States there has been an outpouring of support for traditional education; the desire for traditional education in Littleton reflects that widespread sentiment.

Establishing Littleton Academy in LPS would provide an attractive option for parents who want a content-rich, academically rigorous education for their children. It would also help to heal the fractures in this community caused by disagreements over educational philosophy.

e.1

Educational Program, Pupil Performance Standards, and Curriculum

Colorado Revised Statutes 22-30.5-106 (1) (e): "A description of the charter school's educational program, pupil performance standards, and curriculum, which meet or exceed any content standards adopted by the school district in which the charter school is located and must be designed to enable each pupil to achieve such standards;"

Educational Program

The educational program of the Littleton Academy will be based upon the following principles:

1. **A well-structured, academically rich, sequential curriculum**
   The school will employ a proven, tested, traditional curriculum. The curriculum will be sequential, in order to maximize the ability of students to move from one class to another and to build on what was learned previously. Reading, writing, spelling, vocabulary and mathematics, especially in the earlier grades, will be a primary focus. The content-rich curriculum will be presented by means of teacher-directed instruction.

2. **Well-trained, competent, committed employees, who are philosophically attuned to the objectives and methods of a traditional school**
   Excellent teachers and administrators, supported by a well-designed curriculum, will be the hallmark of the school. The staff will be directed by a principal committed to the traditional school philosophy. The principal will be the educational leader of the school. The teachers will report to the principal and be evaluated by the principal. The principal will report to the Governing Board. All teachers will be trained in the curriculum selected by the school.

3. **Textbooks**
   Littleton Academy will use textbooks for all students, in all subjects, to the greatest extent practicable.

4. **Frequent assessments**

The progress of the students will be monitored through the use of frequent assessments. The assessment measures used will be designed in conjunction with the curriculum selected and structured to reveal any learning problems in order to give the teacher the opportunity to identify and correct those problems. The school will administer the ITBS to every student in the fall of 1996 in order to establish a baseline for future assessment. The Academy will assess the students by means of nationally normed tests, so that the performance of Littleton Academy and the Littleton School District can be compared.

5. **Extracurricular activities**

The school experience includes more than academics. Littleton Academy will strive to offer a full range of extracurricular activities. To the extent that this proves difficult in the Academy's early years, the Academy will work with the District to allow Littleton Academy students to avail themselves of the opportunities offered at other schools within the District.

6. **Physical facilities that support the education of students**

The emphasis of traditional education is not upon the physical plant, which is viewed as a means to an end and not an end unto itself. Nonetheless, the physical plant is an important component of the Academy, and the physical plant of this Academy will be designed to allow for the maximum amount of time to be spent on academics in a supportive, orderly, and safe physical environment.

7. **Parental involvement**

The Littleton Academy experience will be enriched by the involvement of the parents of the students. The parents will be encouraged to participate in the academic aspect of the Academy, the extracurricular activities and the governing and oversight aspects. Parental involvement will enhance the school experience for both students and staff.

Pupil Performance Standards

Littleton Academy exists to provide students with a high-quality traditional education. Consequently, the primary goal for the school is the successful completion of the course of study by the students. In order for the Littleton Board of Education and the Governing Board of Littleton Academy to be able to assess adequately the performance of the Academy and its students, the following pupil performance standards are adopted:

1. Littleton Academy students will show, through objective tests, essays, and other measures as objective as possible, mastery of the curriculum content. The performance target is to have student grades average 80% or better.

2. All Littleton Academy students will take the ITBS (Iowa Test of Basic Skills) at the beginning of the 1996 school year to establish a baseline for subsequent measurements. In the spring of 1997 all Littleton Academy students will repeat the ITBS. Littleton Academy students will show an improvement in scores for all grade levels in all subject areas. ITBS will be given to all students at all grade levels on an annual basis.

3. Littleton Academy performance on the ITBS will meet or exceed ITBS results for the District.

4. Students who are found consistently to be working below grade level will be identified and will have a special plan developed for them, with input from their parents. Students who are found consistently to be working significantly above the class performance level will be identified and will have a special plan developed for them with input from their parents.

Curriculum

The curriculum of Littleton Academy will be a formal, structured and traditional curriculum. The curriculum will be extensively supported by textbooks, used by all students. The use of textbooks will supply the needed continuity to the sequence of the curriculum. The curriculum will be rigorous and academic. The delivery systems chosen to support the curriculum will be sequential, that is, they will build upon what has already been learned, review the material previously taught and add new information based upon what has been presented before. The emphasis on this building-block approach to learning will be one of the distinguishing characteristics of the school.

The curriculum will meet or exceed the State of Colorado content standards and content standards adopted by the Littleton School District. In addition, the curriculum will meet or exceed the expectations set forth in the Littleton School District curriculum in the basic subject areas.

The curriculum of Littleton Academy will be heavily weighted to the teaching of basic mathematics and phonics-based reading and writing instruction in grades K-3. In grades 4-6, the reading and writing skills will be further developed through introduction of more difficult material. Likewise, the students will master, rather than receive exposure to, higher order mathematics concepts. At this level or earlier the students will be introduced to American History and elementary Science.

In grades 7 and 8 the students will receive intensified instruction in literature and composition together with continued emphasis on development of basic language arts skills. Pre-algebra and Algebra will be introduced in the math curriculum at this level. The curriculum will address, as appropriate, instruction in Geography, Earth Science, Biology, Chemistry, and Physics. At all times, in all grade levels, correct spelling and vocabulary development will be emphasized, along with computational accuracy. In all subjects students will be expected to complete assignments neatly and on time. Homework will be essential in order to progress at the anticipated pace.

In every grade study skills will be taught. Music, art and physical education will also be part of the curriculum. Foreign language will be taught, depending upon the demand for it from the school community and funds available.

The curriculum of Littleton Academy is best described by reference to the instructional materials used to support that curriculum. A bibliography of materials that are under consideration for use in Littleton Academy is attached hereto as Appendix D, and by this reference made a part hereof. The principal of Littleton Academy, after appropriate consultation with the Littleton Academy's parents and teachers, will select specific curriculum material to recommend to the Governing Board. The approval of such curriculum is the responsibility of the Governing Board. Such materials will come from the attached bibliography, or meet or exceed the quality of the materials in the bibliography. Within its first year of operation, Littleton Academy will have completed a process, led by the principal, that further refines the curriculum and the materials in place to support it. The curriculum plan will be forwarded to the District as soon as it meets the approval of the Governing Board. As the District curricula is revised, Littleton Academy will review it's curricula to ensure that it meets or exceeds the District standards.

f. 1

"A description of the charter school's plan for evaluating pupil performance"

Colorado Revised Statutes 22-30.5-106 (1) (f): "A description of the charter school's plan for evaluating pupil performance, the types of assessments that will be used to measure pupil progress towards achievement of the school's pupil performance standards, the timeline for achievement of such standards, and the procedures for taking corrective action in the event that pupil performance at the charter school falls below such standards;"

Pupil Performance Evaluation, Assessments, and Procedures for Corrective Action

Objective

In requesting the charter from Littleton Public Schools, the Initiating Committee of Littleton Academy represents that the educational program for its students will be an alternative to programs available elsewhere in the District. The evaluation of student performance will be done in such a way that results are comparable to other statistical evidence in use by the District.

Evaluation Plan and Types of Assessments

All Littleton Academy students will, at the beginning of the 1996-1997 school year, take the ITBS (Iowa Test of Basic Skills) being used in the District. The scores on this test will establish a baseline for subsequent measurements, in addition to other measurement devices adopted by the Academy.

In spring of 1997 all students will repeat these standardized tests, and the results will be reported to the District. Littleton Academy will strive to increase its test scores over baseline by the end of the first year, with proportionate increases in subsequent years. The Governing Board will review and evaluate test scores. Weaknesses will be given special emphasis at the specific grade levels that show lower than expected scores.

The learning disabled, potentially, could take the ITBS test under modified conditions or be exempted from taking the test. Such exemptions would become part of the information exchange with the District and would be reported separately. Achievement for such students may be demonstrated by oral examination, written examinations, writing samples, audio recording, artistic renderings, or any combination of these examples, as appropriate.

Timeline

In accordance with the following timeline, annual evaluation reports of standardized test results will be submitted to the District as well as an initial baseline evaluation based on the standardized test methods currently in use by the District, initially ITBS. The Littleton Academy will assume all costs associated with testing and retain individual copies of test results as is the practice with other public schools in the District.

Fall 1996:	School begins and baseline ITBS testing begins. When the tests are returned, the baseline is established and will be reported to the Littleton Board of Education.
Spring 1997:	Exit testing begins. When the tests are returned, results are reported school wide and to the Littleton Board of Education.

Each spring thereafter, exit testing will be administered and reported in a like manner, as in the spring of 1997.

Corrective Action

1. Identification of academically low-achieving students. Littleton Academy shall identify academically low-achieving students and shall provide its educational program to these students in a manner which appropriately serves their needs in the judgement of the Littleton Academy.

2. Education of students with disabilities. Littleton Academy agrees to comply with all BOE approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities. The District shall bear the cost of special education services, i.e., itinerant and consulting, pursuant to appropriate IEP's for students enrolled at Littleton Academy, except that in no event will the District be responsible to provide services at Littleton Academy which can be provided more economically or efficiently at another District school; to fund separately a resource room; or to provide transportation from Littleton Academy to another school for such special services.

In the event of conflict between any term of this application and the Charter School Contract, the term of the Charter School Contract shall control.

g. 1

Evidence of Sound Economic Plan, Proposed Budget for Term of Charter, Provision for Annual Audit, and Displacement Plan

Colorado Revised Statutes 22-30.5-106 (1) (g) "Evidence that the plan for the charter school is economically sound for both the charter school and the District, a proposed budget for the term of the charter, a description of the manner in which an annual audit of the financial and administrative operations of the charter school, including any services provided by the District, is to be conducted, and a plan for the displacement of pupils, teachers, and other employees who will not attend or be employed in the charter school."

Evidence of Sound Economic Plan

Details of the budget are in Appendix E, attached hereto and by this reference made a part hereof. Littleton Academy's budget is described on the following pages. The budget sets forth a cost-effective and efficient plan for educating the students at Littleton Academy. Littleton Academy's proposal is economically sound both for itself and for Littleton Public Schools.

Proposed Budget for Term of Charter

1. Pupil Funding

LPS shall provide funding to Littleton Academy in an amount equal to $4,347 multiplied by the funded pupil count ("Funded Pupil Count") as defined in Colo. Rev. State. Sec. 22-54-103(7). In the event that the per pupil operating revenue ("PPOR") as defined in Colorado Revised

Statute Sec. 22-54-103(9) is adjusted for the 1996-97 school year, or subsequent years, the amount provided shall be adjusted by the percentage increase or decrease in the PPOR using the 1995-96 school year as the base year. In addition, LPS shall provide $175,000 to Littleton Academy for the first year of the charter as startup costs that shall not be provided in subsequent years. So long as Littleton Academy is not in material breach of its agreement with LPS and the amount does not exceed the school's remaining available budget for the fiscal year, funding shall be made available to the school as requested. In no event shall the amount provided by LPS to Littleton Academy be less than the amount specified by Colorado Revised Statute. Sec. 22-30.5-112 (2) (a).

The amount requested includes funds to cover the rental cost of the facility and the costs for items such as tenant finish, furniture, equipment and instructional materials. The amount requested for the first year includes funds for preparing the building site for occupancy by the Academy. According to the Colorado Department of Education, the total expenditure per pupil by LPS was $5,665 for the fiscal year ended June 30, 1994. More recent information is not yet available. C.R.S. Section 22-30.5-112 (2) (d) provides that the financing shall be neither a financial incentive nor a financial disincentive to the establishment of a charter school.

The budget was prepared based on enrollment of 350 students. The Funded Pupil Count is based on 325 pupils. Kindergarten students are counted at 50%.

2. Other Funding

All federal or state funds from programs for which Littleton Academy may be eligible, or students of Littleton Academy may be eligible, shall be transferred to the Littleton Academy budget within 30 days of receipt by LPS, whether or not Littleton Academy has requested or has knowledge of such funds. The proportionate share of state and federal resources generated by students with disabilities or staff serving them shall be directed to Littleton Academy. Such funds shall be distributed to Littleton Academy by the method of distribution determined by the entity disbursing the funds, or if no method is prescribed by the disbursing entity, based on the ratio of Littleton

Academy's Funded Pupil Count to the LPS Funded Pupil Count.

All private endowments, gifts, donations or any other contributions in cash or in kind to LPS that are given to the District and not designated by the donor for specific purposes or to a specific school shall be shared with Littleton Academy. The amount transferred to Littleton Academy shall be based on the ratio of Littleton Academy's Funded Pupil Count to the LPS Funded Pupil Count. All private endowments, gifts and donations made to Littleton Academy specifically shall be for its sole use.

All fees collected from students enrolled at Littleton Academy shall be retained by the Academy for its use. Littleton Academy may charge fees at the discretion of the Governing Board.

3. School Expenditures

Littleton Academy shall have the right to purchase goods and services through the contracts in effect with LPS and its vendors. LPS will disseminate information about the availability of such services to Littleton Academy. Littleton Academy will, in its sole discretion, determine whether or not services are to be provided by LPS or contracted with an outside third party. LPS shall provide, without limitation, the following services at no charge to Littleton Academy: payroll, accounting, data processing, computer linkage, business services, accounts payable, personnel services and legal services. Legal services shall be provided for defense of all matters and disputes with LPS. Employees of Littleton Academy shall be allowed to participate in training offered by or on behalf of LPS on the same basis and at the same charge as provided to other employees of the District.

Littleton Academy employees will receive payroll checks via the LPS central offices. Littleton Academy will provide LPS with all information necessary to prepare payroll checks and meet federal and state reporting requirements. LPS will provide a payroll schedule for all Littleton Academy employees detailing payroll periods and payroll dates. LPS will be responsible for withholding all payroll taxes and remitting such taxes to the appropriate authority. LPS will also be responsible for withholding all benefit items, such as PERA contributions, and remitting such amounts to the appropriate entity. LPS will coordinate all necessary paperwork for membership and contributions to PERA for Littleton Academy.

LPS will disburse all payments for operating expenses of Littleton Academy. LPS will provide the necessary chart of accounts and forms to facilitate disbursements. All payments must be approved by the principal of Littleton Academy with appropriate oversight by the Governing Board. All payments in excess of $1,000 must also be approved by a designated member of the Governing Board. The school's Governing Board may, in its sole discretion, reallocate the amounts in the budget from one specific line item to another so long as there are no restrictions imposed by state law. The Governing Board shall notify LPS of such reallocations.

Beginning with the 1997-1998 school year, the Governing Board shall revise the budget which is attached as Appendix E, as necessary to reflect changes that the Governing Board deems appropriate. Such revised budget shall be provided to the District on or before May 1 preceding the beginning of the school year. Deferred payments made in July and August 1996 for the 1995-96 school year to employees of LPS that are employed by Littleton Academy shall be the sole responsibility of the District. Funds not expended by Littleton Academy during the fiscal year shall carry over to the next fiscal year and be available for expenditure by Littleton Academy.

Provision for Annual Audit

1. Financial Audit

LPS will disburse all funds for Littleton Academy. All expenditures must be approved by the principal with the oversight of the Governing Board. Expenditures in excess of $1,000 must be approved by a designated member of the Governing Board. The Governing Board shall appoint a panel of four individuals to oversee fund usage. The panel shall consist of one member of the Governing Board, one teacher and two parents. The panel shall be responsible, with LPS assistance, for preparing a monthly comparison of actual expenditures to budgeted expenditures. The panel shall also be responsible for reviewing the controls over expenditures, ensuring that expenditures are made consistent with the budget and determining that proper accounting procedures are followed. The panel shall keep the Governing Board informed with regard to financial matters. The District shall provide an audit of school spending identical to that done for other District schools for purposes of reporting to the Board of Education and other appropriate entities.

2. Administrative Audit

The Governing Board, assisted by a panel of parents to be appointed by the Governing Board, will submit to the Board of Education an annual audit of the finances and administrative operations of Littleton Academy, including any services provided by the District.

Displacement Plan

Littleton Academy does not plan to use a currently existing school within LPS. As such, there are no pupils, teachers or other employees who are expected to be displaced as a result of Littleton Academy.

Site

Littleton Academy has identified several alternative sites for a school facility capable of handling 350-450 students. The selection process included consideration of several factors such as location, condition of site and improvements, outdoor yard area, parking, neighborhood and costs both for leasing and remodeling. All sites were inspected, and real estate brokers were contacted for detailed information. Also, suggestions were obtained from LPS, taking advantage of prior efforts to locate a similar facility.

The Littleton Academy is prepared to enter into final negotiations and a lease with the selected property owner once the legal structure is in place to do so. Cost estimates are included in the proposed budget, which provides adequate funding for any of the sites reviewed. The information contaaned in Appendix F, attached hereto and by this reference made a part hereof, further describes the site analysis results and provides greater detail. Adequate choice is available to assure that a site can and will be developed within the framework and budget parameters set forth in this application.

h. 1

Governance and Operation

Colorado Revised Statutes 22-30.5-106 (1) (h) "a description of the governance and operation of the charter school, including the nature and extent of parental, professional educator, and community involvement in the governance and operation of the charter school."

Governing Board

Littleton Academy will be governed by a seven-member Governing Board which will have complete responsibility for conducting the Academy operation. Of the seven members, no fewer than five will be parents of children currently enrolled at the school, provided however, that this provision shall first take effect for the election in May of 1998.

The overall tasks of the Governing Board will be to make policy decisions such as upholding, interpreting and clarifying the philosophy, approving curriculum and textbooks, maintaining relations and communications with the district and taking appropriate action to comply with applicable new laws or district policies. The Governing Board has the responsibility to hire and evaluate the principal. The Governing Board will seek the input and advice of the parents of Littleton Academy and, further, it will seek such advice from third parties in making decisions as it deems appropriate.

Start-Up Phase

The Initiating Committee is made up of seven members. Their task will be to oversee the drafting and approval of the Littleton Academy application and to appoint members to serve on the first Governing Board, to be in place no later than 30 days after charter approval. The members of the Initiating Committee are listed in Appendix A.

The first terms (and first terms only) served on the Governing Board will be of varying lengths to create a staggered succession pattern. The first terms will be as follows:

partial-year term - (Inception - May 1997) - 2 members;
partial-year plus 1-year term - (Inception - May 1998) 3 members;
partial-year plus 2-year term - (Inception - May 1999) 2 members.

Subsequent Election and Terms

Governing Board members will be elected by a majority vote of the parents of enrolled students. Governing Board members will serve three-year terms and may serve no more than 2 consecutive terms. Nominations will be made by the Governing Board and by parents of enrolled students. The election of Governing Board members will take place during the first week of May.

Vacancies intra-term will be filled by majority vote of the remaining Governing Board members. Failing a majority, the chair of the Governing Board shall make the appointment. The appointee will serve the remainder of the vacated term.

Annually, the members of the Governing Board will elect one member to serve as chair and another member to serve as secretary.

Attendance

Attendance at Governing Board meetings is mandatory. Missing two meetings in a row, without prior approval from the Chair, will be grounds for immediate dismissal from the Governing Board.

Operation of the Governing Board

The Governing Board will meet at least once a month to discuss Academy operations and to hear reports and updates from the principal and each board member, consider and adopt policy, change policy and consider requests and concerns from parents, students and teachers. All actions taken by the Governing Board will require a majority vote. A quorum of 5 is required for voting purposes. Upon formation, the Governing Board will establish rules and regulations for conduct of business and requirements for board membership.

Hiring the Principal

The Governing Board will be responsible for hiring the principal. Input will be sought from parents and teachers in the hiring process. The principal will be appointed by a majority vote of the Governing Board.

The principal will report to the Governing Board, which will be responsible for the principal's performance evaluation. The principal is expected to attend Governing Board meetings and to give input as requested by the Board. The Governing Board is responsible for future hiring of a principal, should this become necessary. An assistant principal will be hired if enrollment and budget warrant.

School Operation Responsibilities

The Governing Board will have final responsibility in such areas as approving the hiring of all staff, compensation, bonus structure, budget, fund raising and contracting for services. The Governing Board shall delegate certain of these management tasks and functions as it deems appropriate, however, it retains ultimate authority. The Governing Board has the authority to allocate funds and the responsibility to see that all expenditures and fund raising are done appropriately. Day-to-day management of the school, including staffing decisions, is the responsibility of the principal with oversight by the Governing Board.

Accountability Committee

The advisory accountability committee (AAC) has responsibility to provide recommendations to the principal in developing and implementing a school improvement plan. The AAC is responsible for an annual review of the school improvement plan developed by the principal and for a written report and presentation to the Governing Board. Plans will be reviewed and approved by the Governing Board prior to submission to the LPS District Accountability Committee (in accordance with District-wide schedules) and to the school community.

The members of the first AAC will be appointed by the Governing Board. The AAC will include 7 members, no fewer than 5 of whom will be parents of students currently enrolled in the Academy, and 2 teachers, who may not also have children currently enrolled in the Academy. The principal shall serve as an ex-officio (nonvoting member) and will be responsible for preparing the annual school improvement plan consistent with Colorado Revised Statutes 22-53-207. The AAC will provide a liaison between Academy staff, community, the District Accountability Committee and Board of Education.

The AAC will elect appropriate officers and select a member to serve on the LPS District Accountability Committee. The AAC, with approval from the Governing Board, shall establish provisions for future memberships and terms, rules of operation including meeting frequency and times, committees, voting provisions and officer responsibilities.

The AAC will set priorities for actions necessary to effectuate its responsibilities in accordance with the intent of Colorado's Accountability Act of 1971 and Part 2 of the Public School Finance Act of 1988, with the exception of any specific provisions waived under Sections 22-53-203 to 22-53-208 C.R.S. Recommendations for prioritizing expenditures shall be provided to the principal and the Governing Board.

The annual report prepared by the AAC by the end of each school year will include information on the learning environment, conduct and discipline, as well as needs, goals, measures of achievement and planned future actions. The state goals for graduation rates (as applicable), attendance and student achievement, in addition to others appropriate for Littleton Academy, will be reflected in the School Improvement Plan process.

i. 1

Employee Relationships

Colorado Revised Statutes 22-30.5-106 (1) (i) "an explanation of the relationship that will exist between the proposed charter school and its employees, including evidence that the terms and conditions of employment have been addressed with affected employees and their recognized representative, if any:"

Employment Policies

1. Hiring of Personnel

All persons who perform services for the Academy shall be considered "at-will" employees or volunteers, subject to all applicable waivers. The District agrees that the Academy shall select its personnel directly without prior authorization from the District, subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants, unless a specific waiver is obtained from the State Board or other proper authority. The principal shall make all decisions with respect to personnel, with the approval of the Governing Board where necessary. Littleton Academy will conduct background and criminal checks through the services of the Human Resources Department of the District.

The Academy's Governing Board has responsibility for the employment, supervision and evaluation of the Academy's teaching staff, but shall delegate, at its discretion, such responsibility to the principal. The Academy's Governing Board shall have the responsibility for evaluating the performance of the Academy's principal on an annual basis.

The Academy may adopt its own written policies (in compliance with federal and state law) concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures; provided, however, the Academy shall not have the authority, by virtue of such policies or procedures or other action of the Governing Board, to change the "at-will" nature of the employment relationship.

2. Payroll

Employees shall be paid through the payroll department of the District using its procedures for recording employee work hours, overtime, absences, leaves, vacation and other adjustments, as contained in applicable District policies and regulations.

3. Benefits

Employees in general shall be entitled to receive the benefits described in the budget. Unless otherwise agreed in writing, all benefit programs will be handled and administered by the District for the Academy, consistent with the procedures utilized by the District's business services department.

4. PERA membership

All eligible Academy employees shall be members of the Public Employee's Retirement Association and subject to its requirements. The Academy shall be responsibde for the cost of the District's employer's share of any required contributions.

5. Equal Opportunity Employer

The Academy affirms that it shall not discriminate against any employee on the basis of race, creed, color, gender, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

6. **Employee Welfare and Safety**

The Academy shall comply with all District policies and applicable federal and state laws concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug-free workplace.

7. **Employee Records**

The Academy shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, C.R.S. Sec. 24-72-204 et seq.

8. **Employee Conflicts of Interest**

All Academy employees shall comply state law concerning employee actual and potential conflicts of interest.

Terms and Conditions of Employment

1. Definitions:

Full-time employee:	Any employee working 35 hours or more per week on a non-temporary basis (no representation regarding duration of employment is intended by this designation.)
Full-time status:	Achieved when an employee has worked 35 hours or more per week for 30 calendar days in any position(s).
Hourly employee:	Any employee whose pay rate is based on an hourly rate.
Salaried employee:	Any employee whose pay rate is based on an annual rate.

2. Conditions:

Paid vacation days:	As established by the Academy schedule. Only salaried employees will be entitled to paid vacation days.
Non-paid vacation days:	Holidays and other days as established by the Academy schedule. Hourly employees are not paid for non-paid vacation days.
Personal days:	Each full-time salaried employee shall receive up to two paid personal days off per school year.

Sick days: Each full-tame salaried employee shall receive up to five paid sick days per school year.

The terms and conditions described in this section are intended to be guidelines only. Each employee shall be a party to a contract with Littleton Academy, and the terms of those individual contracts shall control the employer-employee relationship. In addition, all representations in this application with respect to compliance with any law, statute, rule, regulation or policy is limited to the extent that Littleton Academy obtains a waiver of such law, statute, rule, regulation or policy.

In the event of conflict between any term of this application and the Charter School Contract, the term of the Charter School Contract shall control.

j. 1

Legal Liability and Insurance Coverage

Colorado Revised Statutes 22-30.5-106 (1) (j): "An agreement between the parties regarding their respective legal liability and applicable insurance coverage;"

In accordance with the requirements of the Charter Schools Act set forth at C.R.S. 22-30.5-106 (1) (j), Littleton Academy and the District agree as follows regarding their respective legal liabilities and insurance coverages:

Liability Applicable to Littleton Academy Premises

Certain legal issues regarding the location, the playground site and the neighboring businesses and enterprises are of concern to the District, to Littleton Academy and to the owners of the building in which the charter school premises ("premises") are located. No current tenant poses any known health or safety risk. (The lease agreement between the District and the building owners will stipulate that no present or future tenant will be allowed to occupy the building, and no condition will be allowed to exist that would violate any applicable law regarding public school locations and facilities.)

Other Liabilities

Unless applicable law provides otherwise, Littleton Academy shall not be subject to any liability beyond that of any other public school of similar size and education level. Except as otherwise provided in this application or by applicable law or any separate written agreement between the District and the Academy, Littleton Academy shall be subject to all laws and regulations applicable to public schools in the State of Colorado and to all applicable policies of the District except as waived. In that regard, Littleton Academy hereby requests exclusions from all such laws and regulations and policies that may conflict with the curriculum, governing structure, personnel policies (including but not limited to hiring, firing, compensation and incentives, accountability, daily schedule, sick days, personal days, absence and tardiness), people, performance standards, school-year schedule, economic plan, budget plan, transportation plan and any and all other plans set forth in this application. The Academy's request for waiver is more specifically set forth elsewhere in the Application.

General Liability Insurance

Littleton Academy agrees to work with the Manager of the ELSIP loss sharing pool and the District to extend the District's existing general liability insurance coverage to Littleton Academy and its directors, teachers, other employees, volunteers, affiliated organizations (parent-teacher organizations, etc.) and other counterpart parties.

Property, Crimes, Errors & Omissions and Other Insurance Coverages

Littleton Academy will work with the District and its agents to extend the District's existing insurance coverages to Littleton Academy in connection with the following types of perils and other events: buildings/premises contents, physical damage (if applicable), boiler and machinery, crimes, errors and omissions, employee dishonesty and, if applicable, public officials' bonds. It is anticipated that, to the extent applicable, the same types of property insurance coverages would be provided and the same categories of individuals would be designated as insured for Littleton Academy as are currently provided and designated for existing schools in the District.

Worker's Compensation

Littleton Academy will work with the District and the manager of the District's loss sharing pool to provide worker's compensation insurance coverage to all appropriate individuals, as required by state law and as part of the District's existing worker's compensation insurance coverage.

Transportation/Vehicles

Because neither District nor Littleton Academy will provide transportation to or from the premises for students or others at this time, there is no need to arrange liability, property, medical or other forms of insurance coverages relating to vehicles and transportation in connection with the Academy's operations or activities. It is anticipated that the District will notify its appropriate insurance carriers and/or agents regarding the exclusion of Littleton Academy's students from the population for which the District provides transportation. The District and Littleton Academy will cooperate to the extent possible to provide insurance for any transportation that the Academy or the District does provide.

Existing Insurance Carriers, Coverages, Limits, Exclusions and Related Matters

With the exception of coverages relating to vehicles and transportation, it is anticipated the Academy and related individuals will be covered by the District's existing insurance policies and bonds and will be subject to the existing terms and conditions (including but not limited to coverage type, amounts, exclusions, deductions and retentions) of those policies and bonds. In the event any carrier or pool is unable or unwilling to extend the coverage it currently provides the District to the Academy and its related individuals, Littleton Academy will work with the District to obtain from other carriers and providers such coverages as may be required by applicable law and, to the extent the same are available and are economically feasible, similar types and amounts of optional insurance coverage as the District elects to maintain from time to time for other schools in the District.

k. 1

Transportation

Colorado Revised Statutes 22-30.5-106 (1) (k): "a description of how the charter school plans to meet the transportation needs of its pupils and, if the charter school plans to provide transportation for pupils, a plan for addressing the transportation needs of low-income and academically low-achieving pupils;"

The Academy does not presently plan to provide transportation for the students of Littleton Academy. The Academy will work with the District to determine if there are opportunities to coordinate existing transportation services for the benefit of the Littleton Academy families. The Academy will work with the parents to organize car pools or other cooperative transportation arrangements in order to assist the parents with their transportation needs. In the event transportation is required for field trips, the Academy will arrange for such transportation and will ensure that the proper insurance, releases and licenses are in place.

I. 1

Enrollment Policy

Colorado Revised Statutes 22-30.5-106 (1) (l): "A description of the charter school's enrollment policy, consistent with the requirements of section 22-30.5-104 (3), and the criteria for enrollment decisions."

Selection of students for enrollment in Littleton Academy will be on a first-come, first-served basis. Students who are residents in the LPS attendance area will have first priority for enrollment each year. Should there be any remaining space, it may be filled by open enrollment from outside the District, and those students will be selected on a first-come, first-served basis according to the date and time their applications were received. Children of staff members will be given priority at the discretion of the Governing Board.

A "Letter of Intent" signed by a parent or guardian must be submitted for each prospective student. Letter of Intent forms may be obtained from the Academy after its date of opening, and before that date, from Initiating Committee or Governing Board members. Hand-delivered Letters of Intent will be marked with the date and time of day received. Letters of Intent received by mail will be marked with the date and the time of day the mail is opened. If more Letters of Intent are received by mail on any given day than space available, those students will be selected by random drawing. Students not selected will be placed on the waiting list.

A waiting list will be maintained to fill vacancies during the school year and for space available in subsequen years. Students, once enrolled in Littleton Academy, will be given the opportunity to re-enroll for the following school year before wait-listed students will be considered for that school year. Siblings of currentl enrolled students will be given priority and children of staff members will be given priority at the discretion of the Governing Board. Should a parent whose child is on the waiting list decline to enroll the child when given the opportunity, the parent may choose for the child to be dropped from the waiting list altogether or for the child to be placed at the bottom of the appropriate grade's waiting list for the following school year. A new Letter of Intent will be required, and it will be marked with the date and time of day received.

Arapahoe County School District Number Six
Charter School Request for Waivers of District Policies

Pursuant to Colorado Revised Statute 22-30.5-104 (6), Littleton Academy hereby requests waivers of the following Arapahoe County School District Number Six policies. Waivers of the policies marked with an "*" are being sought contingent upon Board of Education approval of Littleton Academy's policies on the same subjects. Until such approval is given, the District's policies on those subjects will remain in effect for Littleton Academy. It also requests delegation to the Governing Board of certain powers granted by statute to the District Board of Education. Additional waivers and/or delegations may be requested in the future pursuant to the contract between the parties. Waiver of any policy also constitutes waiver of all associated rules and regulations.

Policy Code: ABA
Policy Name: Decision Making

Reason For Waiver

Pursuant to C.R.S 22-30.5-104, the Littleton Academy Governing Board will make decisions on matters such as school budgets, personnel and contracting, as well as on other matters such as curriculum content and learning outcomes, many of which are reserved by regulation ABA-R to the principal and/or Board of Education.

Policy Code: AE
Policy Name: Priorities and Objectives

Reason For Waiver

Littleton Academy is required by C.R.S 22-30.5-106 to establish its own goals and objectives.

Delegation

Delegation to the Littleton Academy's Governing Board is sought of the Board's duty under C.R.S 22-32 109 (1) (t) to determine the educational program to be carried out in the Academy and to prescribe the Academy's textbooks.

Policy Code: GBB
Policy Name: Staff Involvement In Decision Making

Reason For Waiver

Because staff input will be integral to decision-making at Littleton Academy, a formal employee advisory council is unnecessary, and its establishment and operation will take valuable time away from student

83

instruction.

Policy Code: GBC *
Policy Name: Staff Development

Reason For Waiver

Because staff training and development at Littleton Academy must be tailored to the unique educational approach taken by the Academy, the District's staff development program, established for the more diverse needs of the District at large, may be not be sufficiently focused to be helpful to the Academy's staff. To the extent Littleton Academy utilizes District in-service training for which there is a charge, the Academy or its teachers will pay for such training on the same basis as the District or LPS teachers pay. Littleton Academy's employment, promotion and dismissal practices will be unaffected by an employee's religious beliefs, marital status, racial or ethnic background or participation in community affairs.

Delegation

Delegation to the Littleton Academy's Governing Board is sought of the Board's power under C.R.S 22-32-110 (1) (k) to adopt written policies, rules and regulations which relate to efficiency, in-service training, professional growth, safety, official conduct and welfare of employees or any classification thereof.

Policy Code	**Policy Name**
GCA	Certificated Staff Positions
GCB	Certificated Staff Contracts
GCBA	Certificated Staff Salaries
GCBC	Certificated Staff Benefits
GCBD	Certificate Administrative Staff Leaves and Absences
GCBE	Certificated Administrative Staff Vacations and Holidays
GCC	Certificated Staff Recruiting
GCD *	Certificated Staff Hiring
GCE	Part-Time and Substitute Certificated Staff Employment
GCF	Certificated Staff Orientation
GCG	Certificated Staff Probation
GCI	Certificated Staff Assignments and Transfers
GCJ	Administrative Time Schedules
GCK	Certificated Staff Work Load
GCKA	Certificated Staff Extra Duty
GCKB	Certificated Staff Meetings
GCN	Evaluation of Professional Staff
GCPB	Resignation of Certificated Staff Members
GCPD	Suspension and Dismissal of Certificated Staff Members
GCQAB	Tutoring for Pay
GCQC	Exchange Teaching

Reasons For Waivers

In order to perform its educational mission, Littleton Academy will establish a comprehensive personnel system that varies in many respects from the District's. The Academy's principal will have the authority, with the concurrence of the Governing Board, to recruit, hire, assign, transfer, promote and terminate employees. The Academy has established or will establish staff positions in the Charter Application. The Academy has also established its own authority, duties and pay structure for personnel. Littleton Academy will negotiate with each professional employee individually a package concerning pay, benefits, leave, vacation, orientation, probation, assignments and transfers, time schedules, work loads, extra duty, staff meeting requirements, evaluations, resignations, suspensions, dismissals, part-time and substitute teaching and exchange teaching. Teachers will be assigned and transferred within the Academy by the principal with concurrence of the Governing Board. The Academy's budget and its compensation and benefits limits are set forth in its Application. Littleton Academy will adopt its own calendar, holidays and vacations. The calendar will comply with all student attendance requirements of state law. The District's salary schedule will be adopted by the Academy. However, the Academy shall have the right to place an employee on the schedule at whatever place it deems appropriate. The Academy's leave and absence policy will be equitable and keyed to the duties of each staff position. The Academy will maintain accurate leave and absence records and will report leaves and absences promptly to the District Human Resources Department to assure proper payment of all Academy personnel. The Academy will establish recruiting and hiring policies that comply with all federal and state laws, including, without limitation, laws governing nondiscrimination, due process and equal protection. Applicants will be selected without regard to race, color, creed or national origin. No person will be denied employment because age, sex, marital status or place of residence. Teachers will be evaluated on criteria some of which are different from or in addition to those provided by statute. Moreover, the principal, with oversight from the Governing Board, will evaluate teachers. The concepts of probation and tenure are not applicable to the Academy professional employees. Certification of professional employees is not a requirement of the Charter Schools Act, C.R.S 22-30.5-101, et seq. Part-time and substitute teachers may be compensated or volunteers. The Academy may hire retired District employees. Professional staff assignments and transfers within the Academy will be determined by the principal with concurrence of the Governing Board. The lead time required for teacher resignation notification may be different from the District's requirement and the statutory requirement, and the statutory provision for damages for breach of the teaching contract will not be used by the Academy. The Academy will modify the procedure for dismissing teachers in that the Academy's principal will perform the statutory function of the District's chief administrative officer, and the Academy's Governing Board will perform the statutory function of the Board of Education.

Delegations

Delegation is requested to the Governing Board of: (1) the Board of Education's duty under C.R.S 22-32 109 (1) (f), (x) and (z) to employ personnel and fix their compensation; (2) the Board's power under C.R.S 22-32-109 (1) (t) to determine the educational program to be carried out in the Academy and to prescribe the Academy's textbooks; (3) the Superintendent's right under C.R.S

22-32-126 to receive recommendations from principals regarding personnel appointment, assignment, promotion, transfer and dismissal; (4) the Board's power under C.R.S 22-32-110 (1) (h) to discharge or otherwise terminate the employment of Academy personnel; (5) the Board's power under C.R.S 22-32-110) (1) (i) to reimburse employees for expenses incurred in the performance of their duties; (6) the Board's power under C.R.S 22-32-110 (1) (j) to procure group life, health and accident insurance for employees; (7) the Board's power under C.R.S 22-32-110 (1) (k) to adopt written policies, rules and regulations, not inconsistent with law, regarding efficiency, in-service training, professional growth, safety, official conduct and welfare of employees; (8) the Board's power under C.R.S 22-32-110 (1) (ee) to employ on a voluntary or paid basis auxiliary, noncertificated personnel and to compensate such people; (9) the Board's power under C.R.S 22-1-112 and 22-33-102(1) to establish beginning and ending dates for the school year and holidays during the year; (10) the Board's power under C.R.S 22-60-101, et seq., in certain circumstances to employ teachers and administrators who do not hold certificates from the state board of education; (11) the Board's power under C.R.S 22-63-101, et seq., to employ, compensate and dismiss certificated personnel; and (12) the Board's power under C.R.S 22-9-101, et seq., to evaluate the performance of certificated personnel.

Policy Code	**Policy Name**
GD	Classified Staff
GDA	Classified Staff Positions
GDB	Classified Staff Compensation Plans
GDBC	Classified Staff Benefits
GDBD	Classified Staff Leaves and Absences
GDBE	Classified Staff Vacations and Holidays
GDC	Classified Staff Recruiting
GDD *	Classified Staff Hiring
GDE	Part-Time and Substitute Classified Staff Employment
GDG	Classified Staff Introductory Period
GDI	Classified Staff Assignments and Transfers
GDJ	Classified Staff Time Schedules
GDL	Classified Staff Development Opportunities
GDN	Evaluation of Classified Staff
GDPA	Reduction in Classified Staff
GDPB	Retirement of Classified Staff
GDPC	Resignation of Classified Staff
GDPD	Suspension, Demotion and Dismissal of Classified Staff

Reasons For Waivers

In order to perform its educational mission, Littleton Academy will establish a personnel system that varies in many respects from the District's. Littleton Academy also will establish its own classified staff positions in the Charter Application. The Academy has also established its own authority, duties and pay structure for personnel. Littleton Academy will negotiate with each classified employee individually a package concerning pay, benefits, leave, vacation, introductory period, probation, assignments and transfers, time schedules, work loads, evaluations, resignations, suspensions, dismissals. The Academy's budget and its compensation and benefits limits are set forth in its Application. The District's salary schedule will be adopted by the Academy. The Academy's leave and absence policy will be equitable and keyed to the duties of each staff position. However, the Academy shall have the right to place an employee on the schedule at whatever place it deems appropriate. The Academy will establish recruiting and hiring policies that comply with all federal and state laws, including, without limitation, laws governing nondiscrimination, due process and equal protection. Applicants will be selected without regard to race, color, creed or national origin. No person will be denied employment because age, sex, marital status or place of residence. Littleton Academy will adopt its own calendar, holidays and vacations. Schedule and work load limits will be established in the Charter Application. Part-time and substitute employees may be compensated or volunteers. The Academy may hire retired District employees. Staff assignments within the Academy will be determined by the principal with concurrence of the Governing Board.

Delegations

Delegation is requested to the Governing Board of: (1) the Board of Education's duty under C.R.S 22-32-109(1)(f), (x) and (z) to employ personnel and fix their compensation; (2) the Superintendent's right under C.R.S 22-32-126 to receive recommendations from principals regarding personnel appointment, assignment, promotion, transfer and dismissal; (3) the Board's power under C.R.S 22-32-110 (1) (h) to discharge or otherwise terminate the employment of Academy personnel; (4) the Board's power under C.R.S 22-32-110 (1) (I) to reimburse employees for expenses incurred in the performance of their duties; (5) the Board's power under C.R.S 22-32-110 (1) (j) to procure group life, health and accident insurance for employees; (6) the Board's power under C.R.S 22-32-110 (1) (k) to adopt written policies, rules and regulations, not inconsistent with law, regarding efficiency, in-service training, professional growth, safety, official conduct and welfare of employees; and (7) the Board's power under C.R.S 22-1-112 and 22-33-102(1) to establish beginning and ending dates for the school year and holidays during the year.

Policy Code	**Policy Name**
JC	School Attendance Areas
JCA	Assignment of Students to Schools
JEB	Entrance Age Requirements
JFC *	Student Conduct
JFCA *	Student Dress Code
JG *	Student Discipline
JKD/JKE *	Suspension/Expulsion of Students
JKD/JKE-2 *	Suspension/Expulsion of Students With Disabilities

Reasons for Waivers

Littleton Academy is the traditional education school of choice for the entire District. It will be open to all students within the District on a first-come, first-served basis without regard to religion, age, sex, race, color, national origin or disability. It will have its own code of dress, conduct and discipline. It will admit students when they are physically, intellectually and emotionally ready.

Delegation

Delegation is requested to Littleton Academy's Governing Board of the Superintendent's power to suspend, expel or deny admission to anyone who does not qualify for admission to, or continued attendance at, Littleton Academy.

Appendix G, attached hereto and by this reference made a part hereof, is a proposed, joint request, by the Littleton School Board and Littleton Academy, for waivers from the Colorado State Board of Education, of the specific Colorado statutes described in
Appendix G.

Appendix A

Initiating Committee of Littleton Academy

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Appendix D
Curriculum Bibliography

This Appendix presents some of the materials that are still under consideration by the Littleton Academy Curriculum Committee. The materials selected will come from this list or from other material available that is equal or superior to the materials on this list. This list is intended to represent the nature and quality of the textbooks under consideration. Due to the fact that the Committee work is ongoing, certain subject areas are more exhaustively covered than others. The Curriculum Committee is continuing to refine Appendix D. An amended Appendix will be submitted when it becomes available.

Kindergarten

I. Language and Literature

A. Reading (Phonics)

- Granowsky, Alvin. *Phonics Readiness Books*
- Barnell & Loft; *Specific Skills Series: Working With Words*
- Saxon; *Phonics K*
- Open Court. *Letters and Sounds*
- SRA *Fast Cycle I (a & b), or Reading Mastery I or II*

B. Spelling

- SRA *Reading Mastery I or II*

C. Grammar

- SRA *Reasoning and Writing, A SRA Distar Language 1.*

D. Vocabulary

E. Handwriting

F Composition

G. Samples of Literature

Read Aloud

- Betts, Ethel Franklin, illus. *The Complete Mother Goose*
- Faber and Faber Ltd. *Nursery Rhymes For Certain Times*
- Moon, Cliff. *Cinderella*
- Moon, Cliff. *The Princess and the Pea*
- Moon, Cliff. *The Three Little Pigs*
- Piper, Watty. *The Little Engine That Could*

Instructional

- Bemelmans, Ludwig. *Madeline*
- Field, Eugene. *Wynken, Blynken and Nod*
- Hutchins, Pat. *Good-Night Owl*
- Krauss, Ruth. *The Carrot Seed*
- Lippert, Margaret H. *The Three Billy Goats Gruff*
- Scholastic. *The Little Red Hen*

II. Mathematics

- Larson, Nancy with Ellen Fenty-Morrison. *Math K*
- Addison-Wesley; *Mathematics – Kindergarten*
- SRA. *Connecting Math Concepts A*
- *Connecting Math Concepts A-K (Pre-Program)*

III. History/Geography

A. General Textbooks

- Hirsch, E. D., Jr. *What Your 1st Grader Needs to Know*

B. Famous Americans

- Aliki. *The Story of Johnny Appleseed*
- D'Aulaire, Ingri and Edgar Parin. *Abraham Lincoln*
- McGovern, Ann. *Wanted Dead Alive: The True Story of Harriet Tubman*

C. American Songs and Poetry

- Ravitch, Diane, ed. *The American Reader: Words That Moved a Nation*
- Anonymous. "Go Down Moses"
- Anonymous. "On Top of Old Smoky"
- Foster, Stephen. "Oh! Susanna

D. Holiday Studies

- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Presidents' Day
- Memorial Day
- Flag Day

E. U.S. History

IV. Science

- Delta Education. *Science Improvement Curriculum Study* (Experiments)
- Silver-Burdett Ginn. *Science Horizons - K*
- Dell-Hirsch, E. D., Jr. *What Your 1st Grader Needs to Know*

V. Foreign Languages

- University of Denver. *Foreign Language in the Elementary and Secondary School*

First Grade

I. Language and Literature

A. Reading (Phonics)
- Granowsky, Alan. *Phonics 1*
- SRA. *Reading Mastery I or II, Fast Cycle I or II, or Reading Master III* (Depending on pretest)
- Open Court. *Blue Pillowed Sky; Shiny Golden Path; Rainbow Bridge*
- Saxon. *Phonics 1*

B. Spelling
- SRA. *Spelling Mastery A* (Depending on pretest)

C. Grammar
- Harcourt Brace Javanovich. *Language for Daily Use*

D. Vocabulary
- SRA. *Reasoning and Writing A or B* (Depending on pretest)

E. Handwriting
- McDougal-Littell. *Handwriting Pink*

F Composition

G. Samples of Literature

Read Aloud
- Biro, Val. *The Emperor's New Clothes*
- Flack, Marjorie, and Kurt Wiese. *The Story About Ping*
- Gross, Ruth Belov. *True Stories About Abraham Lincoln*
- Langstaff, John. *Frog Went A-Courtin'*
- Moon, Cliff. *Jack And The Beanstalk*
- Richardson, Frederick, Illus. *Great Children's Stories. The Classic Volland Edition*
- Thayer, Jane. *The Popcorn Dragon*

Instructional
- *Benchley, Nathaniel. Sam* The Minuteman
- Lobel, Arnold. *Frog and Toad Together*
- Lobel, Arnold. *Frog and Toad Are Friends*
- Minarik, Else Holmelund. *Little Bear's Friend*
- Minarik, Else Holmelund. *Little Bear's Visit*

II. Mathematics
- Larson, Nancy. *Math 1; Math 2*
- SRA. *Connecting Math Concepts A & B*
- Saxon. *Saxon 1st Refill*
- Open Court. *Real Math; First Star Thinking Skills*

III. History/Geography

A. General Textbooks

- Adler, David A. *A Picture Book of Abraham Lincoln*
- Adler, David A. *A Picture Book Of George Washington*
- Adler, David A. *Thomas Jefferson. Father Of Our Democracy*
- Bulla, Clyde Robert. *Pochanhontas And the Strangers*
- Looby, Chris. *Benjamin Franklin*
- Young, Robert. *Christopher Columbus and His Voyage to the New World*
- Dell-Hirsch, E. D., Jr. *What Your First Grader Needs To Know*

B. Famous Americans

C. American Songs and Poetry

- Howe, Julia Ward. "Battle Hymn of the Republic"
- Francis Scott. "The Star Spangled Banner"
- Smith, Samuel Francis. "America"
- Ravitch, Diane, ed. *The American Reader: Words That Moved A Nation*
- Bates, Katherine Lee. "America The Beautiful"
- Berlin, Irving. "God Bless America"

D. Holiday Studies

E. U.S. History

F. Geography

- Armento, Beverly J., et al, *From Sea To Shining Sea* (Chapters: "Mighty Waters, " "Rustling Leaves and Grass," and Majestic Peaks and Deserts")

IV. Science

- Dell-Hirsch, E. D., Jr. *What Your First Grader Needs To Know*
- Delta Education. *Science Curriculum Improvement Study*

V. Foreign Languages

- University of Denver. *Foreign Language in the Elementary and Secondary School*

Second Grade

I. Language and Literature

A. Reading (Phonics)
- Granowsky, Alan. *SRA: Phonics 2*
- SRA. *Reading Mastery II-IV*
- Open Court. *Slide Down The Sky; Sea to Shining Sea*
- Saxon. *Phonics 2*

B. Spelling
- Middleton, Mildred L. *Improving Spelling Performance: Block II*
- SRA. *Spelling Mastery A or B*
- McDougal-Littel. *Building Spelling Skills*

C. Grammar
- Goodman, Burton. *Practicing Capitalization: Grade 2*
- Pruce, Margarete Wright. *Practicing Grammar: Grade 2*
- HBJ. *Language for Daily Use*

D. Vocabulary

E. Handwriting
- King, Fred M., ed. *Palmer Method Transition to Cursive: Grade 2*
- SRA. *Cursive Writing Program*
- McDougal-Littel. *Handwriting Plum*

F Composition
- SRA. *Reasoning and Writing B or C*

G. Samples of Literature

Read Aloud
- Bunting, Eve. *How Many Days To America?*
- Longfellow, Henry Wadsworth. *Paul Revere's Ride*
- Potter, Beatrix. *The Complete Adventures of Peter Rabbit*

Instructional
- Aliki. *A Weed Is A Flow: The Life of George Washington Carver*
- Burton, Virginia Lee. *Mike Mulligan And His Steam Shovel*
- Lobel, Arnold. *Days With Frog And Toad*
- McGovern, Ann. *The Pilgrims' First Thanksgiving*

II. Mathematics
- Larson, Nancy. *Math 2; Math 3*
- SRA. *Connecting Math Concepts B or C*
- Saxon. *Saxon 2nd, refill*

III. History/Geography

A. General Textbooks
- SRA. *Reading Master III, IV* (History Social Studies, Geography included)
- Dell-E. D. Hirsch, Jr. *What Your Second Grader Needs to Know*
- Engleman-Becker Corp. *Openers*

B. Famous Americans
- Alcott, Louisa May. *Her Girlhood Diary*
- Bains, Rae. Clara Barton: *Angel of the Battlefield*
- Brandt, Keith. *Abe Lincoln: The Young Years*
- *Paul Revere: Son Of Liberty*
- *Gray, James Marion. George* Washington Carver
- Greene, Carol. Laura Ingalls Wilder: *Author Of The Little House Books*
- Longfellow, Henry Wadsworth, *Paul Revere's Ride*
- Wilkie, Katherine E. *Daniel Boone*

C. American Songs and Poetry
- Canning, Shelagh, ed. *I Love America!*
- Anonymous. "Yankee Doodle"
- Emmet, Dan. "Dixie"
- Longfellow, Henry Wadsworth. "Paul Revere's Ride"
- Montross, Stephen. "Clementine"
- "Pledge of Allegiance"
- Thayer, Ernest Lawrence. "Casey At The Bat"
- Whitman, Walt. "I Hear America Singing"

D. Holiday Studies

E. U.S. History

F. Geography

IV. Science
- Delta Education. *Science Curriculum Improvement Study*
- SRA. *Reading Mastery III, IV* (Science included)
- Dell-E. D. Hirsch, Jr. *What Every Second Grader Should Know*

V. Foreign Languages

- University of Denver. *Foreign Language in the Elementary and Secondary School*

Third Grade

I. Language and Literature

A. Reading (Phonics)
- MacMillan. *Adventuring/Observing*
- Open Court. *Across the World; Phonics Practice Book B*
- SRA. *Reading Mastery III or IV*

B. Spelling
- HBJ. *Spelling*
- McDougal-Littel. *Building Spelling Skills*
- SRA. *Spelling Mastery B or C*
- Middleton, Mildred L., ed. *Improving Performance: Block III*

C. Grammar
- HBJ. *Language For Daily Use*
- Goodman, Burton. *Practicing Capitalization and Punctuation: Grade 3*
- Pruce, Margarete Wright. *Practicing Grammar: Grade 3*

D. Vocabulary

E. Handwriting
- McDougal-Littel. *Handwriting Brown*
- SRA. *Cursive Writing Program*
- King, Fred M., ed. *Palmer Method: Tradition or Cursive: Grade 3*

F Composition
- SRA. *Reasoning and Writing C or D*

G. Samples of Literature

Read Aloud
- Adler, David A. *A Picture Book of Jesse Owens*
- D'Aulaire, Ingri and Edgar Parin. *Benjamin Franklin*
- Goldin, Barbara Diamond. *Just Enough is Plenty*
- Grimm Brothers. *The Fisherman and His Wife*
- Keats, Ezra Jack. *John Henry: An American Legend*
- Terban, Marvin. *In A Pickle, and Other Funny Idioms*

Instructional
- Brandt, Keith. *Marie Curie: Brave Scientist*
- Gross, Ruth Belov. *A Book About Christopher Columbus*
- Lindgren, Astrid. *Pippi Longstocking*
- MacLachlan, Patricia. *Sarah, Plain and Tall*
- Potter, Beatrix. *The Tale of Peter Rabbit*
- Scholastic. *The Aeosop for Children*

II. **Mathematics**

- Saxon. *Saxon Math 45; Math 54*
- Willoughby, Bereiter Hilton. *Real Math*
- SRA. *Connecting Math Concepts C or D*
- Larson, Nancy. *Math 4*

III. **History/Geography**

A. **General Textbooks**

- SRA. *Reading Mastery III or IV* (Includes History & Geography)
- Englemann-Becker Corp. *Openers*

B. **Famous Americans**

C. **American Songs and Poetry**

D. **Holiday Studies**

E. **U.S. History**

F. **Geography**

- Armento, Beverly J., et al. *This Is My Country* (Chapters; "Our Land and People," "The Southeast," and "The Northeast")

G. **Document Memorization**

- The American's Creed
- The Declaration of Independence
- The First Amendment
- The Rights of Americans

IV. **Science**

- Silver-Burdett. Science Horizons
- Scott Foresman. Discover Science
- Englemann-Becker Corp. Openers
- SRA. Your World of Facts
- Delta Education. Science Curriculum Improvement Study

V. **Foreign Languages**

- University of Denver. *Foreign Language in the Elementary and Secondary School*

Fourth Grade

I. Language and Literature

A. Reading

- MacMillan. *Sketches*
- Open Court. *Over the Moon; Catching on in Reading*
- SRA. *Reading Mastery IV, V, or VI*

B. Spelling

- Middleton, Mildred L., ed. *Improving Spelling Performance Series: Block IV*
- McGraw-Hill. *McGraw-Hill Spelling*
- HBJ. *HBJ Spelling*

C. Grammar

- Pruce, Margarete Wright. *Practicing Grammar: Grade 4*
- HBJ. *Language for Daily Use*

D. Vocabulary

- Houghton Mifflin. *Vocabulary for Achievement*

E. Handwriting

- King, Fred M., ed. *Palmer Method: Cursive Writing: Grade 4*
- McDougal-Littell. *Handwriting*
- Zaner-Bloser. *Handwriting*

F Composition

- SRA. *Reasoning and Writing D or E*

G. Samples of Literature

Read Aloud

- Andersen, Hans Christian. *The Little Match Girl*
- Everett, Fisher Leonard. *The Olympians: Great Gods and Goddesses of Ancient Greece*
- Freedman, Russell. *Buffalo Hunt*
- Hodges, Margaret. *The Kitchen Knight: A Tale of King Arthur*
- Singer, Isaac Bashevis. *Stories for Children*
- White, E. B. *Stuart Little*

Instructional

- Adams, Patricia. *The Story of Pocahontas, Indian Princess*
- Buck, Pearl S. *The Big Wave*
- Firzgerald, John D. *The Great Brain*
- Sewell, Anna. *Black Beauty*
- Wilder, Laura Ingalis. *Little House In The Big Woods*

II. **Mathematics**

- SRA. *Connecting Math Concepts D or E*
- Hake, Stephen and John Saxon. *Math 54; Math 65: An Incremental Development*
- Addison-Wesley. *Mathematics*

III. **History/Geography**

A. **General Textbooks**

- Engelmann-Becker Corp. *Openers*

B. **Famous Americans**

- Aird, Hazel B. and Catherine Ruddiman. *Henry Ford, Young Man with Ideas*
- Carson, Marjorie N. *Jonas Salk*
- Cousins, Margaret. *Ben Franklin of Old Philadelphia*
- Guthridge, Sue. *Thomas Edison, Young Inventor*
- Hammontree, Marie. *Albert Einstein, Young Thinker*
- Haynes, Richard M. *The Wright Brothers*
- Murphy, Wendy Beuhr. *Frank Lloyd Wright*

C. **American Songs and Poetry**

D. **Holiday Studies**

E. **U.S. History**

F. **Geography**

G. **Document Memorization**

- The American Presidents
- Lincoln's Gettysburg Address
- States and Capitals

IV. **Science**

- Delta Education. *Science Curriculum Improvement Study* (experiments)
- Silver Burdett. *Science Horizons*
- Scott Foresman. *Discover Science*
- SRA. *Reading Mastery IV, V, or VI* (Science included)
- Engelman-Becker Corp. *Openers*
- SRA. *Your World of Facts*

V. **Foreign Language**

- University of Denver. *Foreign Language in the Elementary and Secondary School*

Fifth Grade

I. Language and Literature

A. Reading

- SRA. *Reading Mastery IV, V, or VI*
- MacMillan. *Landscapes*
- Open Court. *Sound of the Sea; But Life is Calling You*

B. Spelling

- SRA. *Spelling Mastery D or E*
- McGraw Hill. *McGraw Hill Spelling*
- HBJ. *Spelling*
- Middleton, Mildred L. *Improving Spelling Performance: Block V*

C. Grammar

- HBJ. *Language for Daily Use*
- Goodman, Burton. *Practicing Capitalization and Punctuation: Grade 5*
- Pruce, Margarete Wright. *Practicing Grammar* (Grade 5)
- SRA. *Reasoning and Writing D, E, or F*

D. Vocabulary

- Houghton Mifflin. *Vocabulary for Achievement*

E. Handwriting

- McDougal-Littell. *Handwriting*
- King, Fred M., ed. *Palmer Method Cursive Writing: Grade 5*

F. Composition

- SRA. *Reasoning and Writing D, E, or F*
- HBJ, Warriner, *John E. English Composition and Grammar*

G. Samples of Literature

Read Aloud

- James, Kate. *Poems for Children*
- Razzi, Jim. *Custer and Crazy Horse*
- Russell, William F., ed. *Classic Myths to Read Aloud*
- Smith, Jessie Wilcox. *A Child's Book of Stories*
- Thurber, James. *Many Moons*

Instructional

- Cohen, Barbara. *Thank You, Jackie Robinson*
- DeJong, Meindert. *The House of Sixty Fathers*
- Farley, Walter. *The Black Stallion*
- Kipling, Rudyard. *Just So Stories*
- Stoutenburg, Adrien. *American Tall Tales*

II. **Mathematics**

- SRA. *Connecting Math Concepts D, E, or F*
- Saxon. *Saxon Math 65; Saxon Math 76*
- Hake, Stephen, and John Saxon. *Math 76: An Incremental Development*

III. **History/Geography**

A. **General Textbooks**
  - Engleman-Becker Corp. *Openers*
  - Silver Burdett Ginn. *Our Country*
  - McMillan, McGraw-Hill. *United States and Its Neighbors*

B. **Famous Americans**

C. **American Songs and Poetry**

D. **Holiday Studies**

E. **U.S. History**
  - Armento, Beverly J. et al. *American Will Be* (Chapters: "The United States: Past and Present" to "The Struggle for Independence")
  - Lawson, Robert. *Ben and Me*
  - Lawson, Robert. *Mr. Revere and I*

F. **Geography**

G. **Document Memorization**

H. **American Documents**
  - Ravitch, Diane, ed. *The American Reader: Words that Moved a Nation*
  - Frances Wright: *The Meaning of Patriotism in America*
  - George Washington: Farewell Address
  - The Mayflower Compact
  - Thomas Jefferson: The Declaration of Independence

I. **Ancient History**
  - Aliki. *Mummies Made in Egypt*
  - Allan, Tony. *The Time Traveler Book of Pharaohs and Pyramids*
  - Hart, George. *Ancient Egypt*
  - Macaulay, David. *Pyramid*
  - Payne, Elizabeth. *The Pharaohs of Ancient Egypt*

J. **Greek History**

K. **Roman History**

L. **Middle Ages**

IV. **Science**

- SRA. *Your World of Facts*
- Silver Burdett. *Science Horizons*
- Scott Foresman. *Discover Science*
- Delta Education. *Science Curriculum Improvement Study* (experiments)

V. **Foreign Language**

- University of Denver. *Foreign Language in the Elementary and Secondary School*

Sixth Grade

I. **Language and Literature**

A. **Reading**
- Holt. *Intro to Literature*
- Open Court. *Promises to Keep*
- SRA. *Reading Mastery V-VII*

B. **Spelling**
- Middleton, Mildred L. *Improving Spelling Performance Series: Block VI*
- McGraw Hill. *McGraw Hill Spelling*
- SRA *Spelling Mastery E*

C. **Grammar**
- Pruce, Margarete Wright. *Practicing Grammar* (Grade 6)
- HBJ. *Language for Daily Use*
- SRA. *Reasoning and Writing E or F*

D. **Vocabulary**
- Sadlier-Oxford. *Vocabulary Workshop Level A*

E. **Handwriting**
- King, Fred M., ed. *Palmer Method* Cursive Writing: Grade 6
- McDougal Littel. Handwriting
- Zaner Bloser. *Handwriting*

F **Composition**
- Warriner, John E. *English Composition and Grammar*
- Holt. *Intro to Writing*

G. **Samples of Literature**

Read Aloud
- Edmonds, Walter D. *The Matchlock Gun*
- Freedman, Russell. *Children of the Wild West*
- Hemingway, Ernest. *The Old Man and The Sea*
- MacDonald, Betty. *Mrs. Piggle-Wiggle*
- Nesbit, E. *The Railway Children*

Instructional
- de Angeli, Margerite. *The Door in the Wall*
- Frank, Anne. *Anne Frank: The Diary of a Young Girl*

- Gipson, Fred. *Old Yeller*
- Henry, Marguerite. *Justin Morgan Had a Horse*
- Morrow, Honor. *On To Oregon*

II. **Mathematics**

- SRA. *Connected Math Concepts E & F*
- Saxon Math. *Saxon 76; Saxon Math 87*
- Addison Wesley. *Mathematics*

III. **History/Geography**

A. **General Textbooks**

- SRA *Understanding U.S. History*
- Engleman-Becker Corp. *Openers*
- Silver Burdett Ginn. *Our Country; Western Hemisphere*

B. **Famous Americans**

C. **American Songs and Poetry**

D. **Holiday Studies**

E. **U.S. History**

- Armento, Beverly J., et al. *America Will Be*
- Kantor, MacKinlay. *Gettysburg*
- Lester, Julius. *To Be A Slave*
- North, Sterling. *Abe Lincoln: Log Cabin To White House*

F. **Geography**

G. **Document Memorization**

H. **American Documents**

I. **Ancient History**

J. **Greek History**

K. **Roman History**

L. **Middle Ages**

IV. **Science**

- Delta Education. *Science Curriculum Improvement Study* (experiments)
- SRA. *Your World of Facts*
- Scott Foresman. *Discover Science*

V. **Foreign Language**

- University of Denver. *Foreign Language in the Elementary and Secondary School*

Seventh Grade

I. **Language and Literature**

- **A.** **Reading**
  - Holt. *Elements of Literature*
  - HBJ. *Elements of Literature First Course*
- **B.** **Spelling**
  - McGraw-Hill. *McGraw-Hill Spelling*
  - Middleton, Mildred L. *Spelling the Written Word: Book B*
- **C.** **Grammar**
  - Holt. *Elements of Writing*
  - HBJ. *The Warriner's English Composition and Grammar: First Course*
- **D.** **Vocabulary**
  - Sadlier-Oxford. *Vocabulary Workshop B*
  - Levy, Wilbert. J. *More Powerful Reading*
- **E.** **Handwriting**
- **F** **Composition**
  - HBJ Warriner, John E. *English Composition and Grammar: Second Course*
- **G.** **Samples of Literature**

Read Aloud
- Gallico, Paul. *The Snow Goose*
- Graves, Robert. *Greek Gods and Heroes*
- Lamb, Charles and Mary. *Tales From Shakespeare*
- McGraw, Eloise Jarvis. *Moccasin Trail*
- Taylor, M. W. *Harriet Tubman: Antislavery Activist*

Instructional
- Baker, Rachel. *The First Woman Doctor*
- Banniser, Roger. *The Four-Minute Mile*
- Green, Roger Lancelyn. *King Arthur and his Knights of the Round Table*
- Richter, Conrad. *The Light in the Forest*
- Witter, Evelyn. *First Lady of Faith and Courage: Abigail Adams*

II. **Mathematics**
- Saxon Math. *Saxon 87; Algebra 1/2: An Incremental Development*
- ADI Video Disk - *Roots, Equations, and Exponents*

III. History/Geography

A. **General Textbooks**
- Globe Book. *Exploring a Changing World*
- Holt Reinehart Winston. *World Geography Today*

B. **Famous Americans**

C. **American Songs and Poetry**

D. **U.S. History**
- Bliven, Bruce, Jr. *The American Revolution*
- Daugherty, James. *The Landing of The Pilgrims*
- Davidson, Margaret. *Frederick Douglass Fights For Freedom*
- DiBacco, Thomas V., et al. *The History of the United States*
- Fisher, Dorothy Canfield. *Our Independence and the Constitution*

E. **Geography**

F. **Document Memorization**

G. **American Documents**
- Ravitch, Diane, et. *The American Reader: Words That Moved A Nation* (Selected Documents)

H. **Ancient History**

I. **Greek History**

J. **Roman History**

K. **Middle Ages**

IV. Science

- Delta Education. *Science Curriculum Improvement Study*

V. Foreign Languages

- EMC. Spanish 1, *Somos Asi 1*
- Heath. *French for Mastery 1*
- University of Denver. *Foreign Language In the Elementary and Secondary School*

Eighth Grade

I. Language and Literature

A. Reading
- Holt. Elements of Literature
- HBJ. *Elements of Literature Second Course*

B. Spelling
- Middleton, Mildred L. *Spelling the Written Word: Book C*
- McGraw-Hill. *McGraw-Hill Spelling*

C. Grammar
- Holt. *Elements of Writing*
- HBJ. *Warriner's English Composition and Grammar: Second Course*

D. Vocabulary
- Levy, Wilbert J. *More Powerful Reading*
- Sadlier-Oxford. *Vocabulary Workshop C*

E. Handwriting

F. Composition
- Holt Warriner, John E. *English Composition and Grammar: Third Course*

G. Samples of Literature

Read Aloud
- Carey, Ernestine Gilbreth and Frank B. Gilbreth, Jr. *Cheaper By The Dozen*
- Harvey, Paul, Jr. *Paul Harvey's The Rest of the Story*
- Hawthorne, Nathaniel. *A Wonder Book*

Instructional
- Dickens, Charles. *Great Expectations*
- Lewis, C. S. *The Lion, The Witch, and The Wardrobe*
- Picard, Barbara Leonie. *The Iliad*
- Stevenson, Robert Louis. *Kidnapped*

II. Mathematics
- ADI Video Disk - *Roots, Equations, and Exponents*
- Saxon. *Algebra 1/2; Algebra 1*

III. History/Geography

A. **General Textbooks**
- Holt. *Story of America*

B. **Famous Americans**
- Prentice Hall. *The American Nation*

C. **American Songs and Poetry**

D. **Holiday Studies**

E. **U.S. History**
- Aten, Jerry. *Our Living Constitution: Then and Now*
- Cox, Clinton. *Undying Glory*
- DiBacco, Thomas V., et al. *The History of the United States*
- McNeer, May. *The California Gold Rush*
- Stewart, George R. *The Pioneers Go West*

F. **Geography**

G. **Document Memorization**

H. **American Documents**
- Ravitch, Diane, et. *The American Reader: Words That Moved A Nation* (Selected Documents)

I. **Ancient History**

J. **Greek History**

K. **Roman History**

L. **Middle Ages**
- Cootes, R. J. *The Middle Ages*
- Corbishley, Mike. *The Middle Ages*
- Haaren, John H. and A. B. Poland. *Famous Men of the Middle Ages*
- Macaulay, David. *Castle*
- Macaulay, David. *Cathedral: The Story of Its Construction*

IV. Science
- Delta Education. *Science Curriculum Improvement Study*
- Holt. *Science Plus Blue*
- Haber-Schaim. *Introductory Physical Science*

V. Foreign Languages
- EMC. Spanish 1, *Somos Asi 2*
- Heath. *French for Mastery 2*
- University of Denver. *Foreign Language in the Elementary and Secondary School*

Appendix E

Budget

(To be supplied after conclusion of negotiations between Littleton Academy and the District)

Appendix F
Site

Littleton Academy anticipates a response to its educational program which will potentially generate an enrollment of between 250 to 450 students the first year. In translating this projection to a building size, generalized criteria were considered from informal sources. It was assumed that a typical classroom of 25 students should be approximately 600 square feet (SF). In addition, consideration was allowed for corridors, restrooms, closets, entries and other uses, resulting in a gross factor of around 1,000 SF per classroom as a desirable building target. Therefore, buildings were sought in the 10,000 to 20,000 SF size range.

Littleton Academy will rely on contractors and assistance from LPS technical staff in assuring that various codes and building standards are incorporated appropriately into any facilities for the school. Our team has contacted Wayne Horne, who works with the State Building Code, to seek his input regarding codes and requirements. A list of primary reference material appears at the end of this section, in addition to facility requirements referenced in CRS 22-32-124. Architects and specialized contractors will assure compliance is achieved to an acceptable level.

Site considerations included transportation convenience, playground access and size, safety, local surroundings, degree of remodeling effort required, desirable location, parking and, of course, cost. These parameters led to investigations (including on-site inspections) of numerous sites and facilities both within and outside the LPS boundary and from sizes covering 5,000 SF to 22,000 SF. LPS staff were contacted during the search and suggested that the abandoned AVS facility on Prince Street was unused, but very limited in its potential, and open ground owned by LPS was available at the intersection of Monroe and Adams Streets.

LPS has spent considerable time and energy addressing school building capacities and the geographic distribution of students across the District. Although unused space exists district-wide, it is scattered throughout the District and an acceptable plan to redefine building boundaries to economize on this resource has not been found. Littleton Academy will attract students from existing LPS schools, resulting in even more underutilized space. At some point the total underutilized capacity will be equivalent to that needed for the entire Littleton Academy student body. LPS could theoretically and realistically make that space available in a single existing LPS building. This would be much less expensive compared to other alternatives, and in fact, may incur little or no direct cost beyond existing LPS expenses.

The AVS building on Prince Street was one of the first sites inspected. LPS personnel were very cooperative in advising on costs of asbestos removal and general condition and status of the building. Because it has been unoccupied for several years, no maintenance has been performed, and most physical components are in poor condition. Major concerns include asbestos floors and ceilings, a questionable heating system, uncertain plumbing and electrical systems, structural flaws, major roof leaks, no on-site parking, no on-site play areas and very poor traffic access. In addition, this site has been identified by RTD as a future Park 'n' Ride connecting with a proposed Light Rail route on the east side of Prince Street. Despite the overwhelming series of negative features, costs for rehabilitating this building are included in the siting process for comparison purposes. One major advantage is that LPS owns the building and would not charge rent to the Littleton Academy.

A commercial building was located which could comfortably hold 13-20 classrooms. Because negotiations with the owner are underway, the specifics of the site are not disclosed. This building would require remodeling into a school and requires annual rent of $204,000. Parking space and ground for play areas appear adequate. It could hold between 300 and 400 students. Littleton Academy will disclose specific information with the LPS Board and staff during negotiations as needed. Lease discussions have been initiated with the owner's representative, and no serious drawbacks have been identified for this building.

Another commercial building was identified with 22,000 SF available for the school site. This property would rent for approximately $193,000 per year and would require typical remodeling. This is expected to cost $330,000 in up-front costs. A disadvantage of this site is its location and its generally unattractive surroundings. However, it could accommodate all 450 of the potential student enrollment. Again due to the sensitive nature of lease negotiations which have been initiated with a broker, the location of this site is confidential.

Modular classrooms have been investigated through contacts with three commercial suppliers. Also, surrounding school districts were contacted to explore the availability of used of refurnished units. The discussion which follows is based upon written estimates furnished by companies specializing in modular classrooms. Each unit typically provides adequate space for two classes of around 600 SF separated by bathrooms, closets and utility areas. Rental rates were obtained for a 3-year lease. One full unit was added to accommodate a teacher's lounge, offices and a library room. Suppliers charge an initial delivery and set-up fee as well as a removal charge. All above costs are included in the cost details. Lease rates were similar among the suppliers, and average about $1,000 - $1,200 per month for the unit previously described. Modular units for a 450-student school require front-end costs of around $50,000 and an annual lease payment of approximately $140,000. Site preparation costs are unique for specific locations and are reviewed individually below.

The site selection team evaluated several locations for modular classrooms on LPS property. One site consists of "raw ground" and has no improvements. It was assumed that all utilities are available in adjoining streets and could be utilized with typical hookups and connection charges. The property is gradually sloped and would require significant grading compared to a flat site. Ample space is available for parking and outdoor play areas. The specific plan for this site considered grading it to create flat pads for a cluster of modular classrooms. The site development is expected to cost around $39,000, with an additional $45,000 for major grading to create pads for the classrooms and parking space. Front-end costs total almost $137,000 for the above work and the modular unit set-up. Annual lease costs are approximately $140,000.

A location for 10 modular classroom buildings (holding 18 classrooms plus one additional unit) appears feasible. Site development costs would be minimal here, because the site is flat enough for building pads with no major grading and entrances are in place. Site development and modular set-up costs here are just over $91,000 and annual lease costs are approximately $140,000 as at other sites.

The ultimate site selection will result from final cost analysis and feasibility details. Several feasible alternatives are open. For financial projection purposes, the budget includes costs for a school at a commercial building site. Ample choice is available to assure that a site can and will be developed within the schedule, financial framework and budget parameters set forth in this application. The steering committee anticipates making a final recommendation to the Board of Education upon authorization of the charter contract.

References for buildings:

Guide for Planning Educational Facilities, Council of Educational Facility Planners International, Columbus, Ohio. Copyright 1976.

Uniform Building Code, 1988 Version

Life Safety Code Handbook, National Fire Protection Association, Quincy, Massachusetts, Fifth Edition, 1991

ADA Compliance Guide, Volume 2, Thompson Publishing Group, Inc., May, 1995

Appendix G
Arapahoe County School District Number Six
Request for Waivers of Colorado Revised Statutes

Arapahoe County School District Number Six and Littleton Academy jointly request waiver of the following Colorado statutes. Granting the waivers will not affect limitations on Littleton Academy's authority established in its contract with the District. Waivers or delegations of authority from the District Board of Education to Littleton Academy are requested only to the extent that such delegations would be impermissible without such waivers. Waivers or delegations of statutory authority marked with an "*" are requested contingent upon Board of Education approval of Academy policies and procedures addressed in those statutes.

Statute	**Description**
Certified Personnel Evaluations Local Board of Education duties 22-9-106	This section requires school districts to have written systems and related procedures to evaluate the performance of school district personnel.

(Substantive waivers)

Rationale

Littleton Academy will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with Littleton Academy Agreement. The principal and Governing Board will be responsible for conducting performance reviews.

Replacement Plan

Littleton Academy will develop its own Performance Appraisal System.

Duration of the Waivers

Littleton Academy requests that the waiver be for the duration of its contract with the District Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waiver will have no financial impact upon School District Six or the Littleton Academy budget.

How the Impact of the Waivers Will be Evaluated

Since teacher performance has a critical impact on the performance of the entire Academy, the impact of this waiver will be measured by the same performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

With this waiver, Littleton Academy will be able to evaluate its teachers in accordance with its unique evaluation system, which is designed to produce greater accountability. This will benefit staff members, students and the community.

Statute	Description
Boards of Education-specific duties 22-32-109(1)(f)	Requires the Board of Education to employ all personnel and fix their compensation.
22-32-109(1)(x)	Requires the Board of Education to adopt written rules and regulations for mandatory procedures to be followed in instances of assault upon school employees.
22-32-109(1)(z)	Requires the Board of Education to provide in-service training.
22-32-110(1)(h)	Makes Board of Education responsible for terminating personnel.
22-32-110(1)(i)	Authorizes Board of Education to reimburse employees for expenses.
22-32-110(1)(j)	Grants power to Board of Education to procure group life, health or accident insurance for employees.
22-32-110(1)(k)	Grants Board of Education power to adopt written policies, rules and regulations to efficiency, in-service training, professional growth, safety, official conduct and welfare of employees.
22-32-110(1)(ee)	Authorizes Board of Education to employ teacher aides and non-certified personnel.

Principals-employment
and authority

22-32-126 (Delegation)	Authorizes Board of Education to employ principals.

Rationale

Littleton Academy will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and cofditions of employment, policies, rules and regulations, and providing its own training. Therefore, Littleton Academy requests that these statutory duties be waived or delegated from the Arapahoe District Six Board of Education to the Governing Board of Littleton Academy. The success of Littleton Academy will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with the principle of the Littleton Academy.

Replacement Plan

Littleton Academy will be responsible for these matters rather than the District. Littleton Academy's Governing Board, principal and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District. Littleton Academy must operate within its budget, and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated

The impact of the waivers will be measured by the same performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

As a result of these waivers, Littleton Academy will select, employ and provide professional development for its own teachers and staff.

Statute	**Description**
Board of Education-specific duties 22-32-109(1)(n)(I)*	Board's duty to prescribe length of school year and hours of teacher pupil instruction and contact, and to adopt a calendar.[3]

(Delegation)

Rationale

The school day and year may differ from those in the Littleton Public Schools. In no event shall those differences result in a shorter school year or school day.

Replacement Plan

Drafts of Littleton Academy's Calendar and Littleton Academy's Day will be submitted to the Board of Education prior to the Academy's opening in the fall of 1996.

Duration of the Waivers

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District. Littleton Academy must operate within its budget, which has been developed under the assumption that these waivers will be granted.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the same performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

As a result of these waivers, Littleton Academy will be able to operate under its own schedule, which is vital to the success of its program.

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[3] In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the Littleton Academy fall below the state minimum requirements described in C.R.S. 22-32-109(1)(n)(II)(A) and elsewhere in Colorado statutes.

Statute	Description
Board of Education-specific duties 22!32-109(1)(w)*	Board of Education's duty to adopt a written conduct and discipline code.
(Delegation)	
22-32-110(2)*	Requirements for discipline code.
(Delegation)	
22-32-110(3)	Consultations and disciplinary procedures.
(Waivers)	
Suspension, expulsion and denial of admission 22-33-105*	Authorizes Board of Education of suspend, expel and deny admission to students.
(Delegation)	

Rationale

The District has granted Littleton Academy the authority to establish its own student discipline and conduct code, and to suspend and expel students from Littleton Academy.

Replacement Plan

Littleton Academy will develop its own discipline code.

Duration of the Waivers

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The objective of these waivers is to allow Littleton Academy to create a safe and productive atmosphere for student learning. Therefore, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the totality of the Academy's operation.

Expected Outcome

Littleton Academy expects that as a result of these waivers, it will be able to hold students more directly accountable for their conduct and ensure a safe and productive learning environment for students.

Statute	**Description**
Compulsory School Attendance 22-33-104(4)*	Local Board of Education duty of commence proceedings to enforce the compulsory school attendance law; review procedure for parents to challenge board of education decision concerning compulsory school attendance.
Enforcement of Compulsory School Attendance 22-33-107*	Requires the Board of Education to adopt a written Policy setting forth the District's attendance requirements and to appoint an attendance officer.
Judicial Proceedings 22-33-108	Where the statute mentions the Board of Education, the Academic requests substitution of its Governing Board.

(Delegation)

Rationale

Within the context of a sequential and rigorous curriculum, regular attendance is a necessary component for success. Consequently, Littleton Academy should be able to formulate its own attendance policy.

Replacement Plan

Littleton Academy's Governing Board will establish its own attendance policy, which will meet or exceed all state requirements. Littleton Academy should be responsible for enforcing the compulsory attendance law with respect to those students attending the Academy.

Duration of the Waivers

Littleton Academy requests that the waivers be granted for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy, as set forth in the Application.

Expected Outcome

Littleton Academy expects that as a result of the waivers, it will be able to attain or exceed its attendance goals, which are aligned with State and District objectives.

Statute	Description
Board of Education-specific duties 22-32-109(1)(t)	Grants Board of Education authority to determine educational program to be carried on in schools of the district and to prescribe textbooks.

(Delegation)

Rationale

The Board of Education has granted to the Governing Board of Littleton Academy the authority to determine the educational program and textbooks to be used in Littleton Academy. The Governing Board retains the right of final approval of the educational program to ensure that it meets minimum State and District content requirements.

Replacement Plan

The curriculum together with potential textbook selections are described in the Application.

Duration of the Waiver

Littleton Academy requests that the waiver be for the duration of its contract with the Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waiver Will be Evaluated

The impact of this waiver will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

Littleton Academy expects that as a result of this waiver, it will be able to implement its curriculum and ensure that students meet the Academy's standards.

Statute	**Description**
Board of Education-specific duties 22-32-109(1)(b)	Grants Board of Education authority to adopt policies and prescribe rules and regulations for efficient administration of the District. This delegation is not intended to exempt the Academy from the District's competitive requirement.
22-32-109(1)(bb)*	Requires the Board of Education to adopt a policy prohibiting the use of tobacco on school grounds.

(Delegation)

Rationale

Littleton Academy will be operating independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the terms of the approved Application.

Replacement Plan

The Governing Board of Littleton Academy will adopt policies and, in conjunction with the principal of Littleton Academy, will prescribe rules and regulations.

Duration of the Waiver

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

Littleton Academy expects that as a result of these waivers, it will be able to carry out its educational program, administer its affairs in an efficient manner and accomplish its mission.

Statute	**Description**
Kindergartens 22-32-119	Permits Board of Education to establish and maintain kindergartens and prescribe courses of training, study, discipline and rules and regulations governing the program.

(Delegation waiver)

Rationale

Littleton Academy will operate its own kindergarten program in accordance with the terms of the approved Application. Littleton Academy should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program.

Replacement Plan

Littleton Academy will develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program.

Duration of the Waiver

Littleton Academy requests that the waiver be for the duration of its contract with the Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waiver will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waiver Will be Evaluated

The impact of this waiver will be measured by the performance criteria and measurements that apply to Littleton Academy.

Expected Outcome

Littleton Academy expects that as a result of this waiver, it will be able to operate its kindergarten program to the benefit of the students, teachers and community and to ensure that students have the time to achieve the curricular standards of the Academy.

Statute	Description
Employment contracts-contracts to be in writing-duration - damage provision 22-63-202(2) & (3)	Requires employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.
Payment of Salaries 22-63-403	Governing payment of salaries upon termination of employment of a teacher.
Probationary Teachers-renewal and non-renewal of employment contract 22-63-203	Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contracts.

(Substantive waivers)

Rationale

Littleton Academy should be granted the authority to develop its own employment contracts and terms and conditions of employment. Littleton Academy, in operation for a period of 5 years, should not be required to give tenure and probationary periods to teachers. Littleton Academy will be operating differently from other schools, with a unique curriculum for which the proper teachers are essential.

Replacement Plan

Littleton Academy will develop its own teacher contract.

Duration of the Waiver

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

Littleton Academy expects that as a result of these waivers, it will be able to operate its edubational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in Littleton Academy.

Statute	**Description**
Transfer - compensation 22-63-206	Permits transfer of teachers between schools upon recommendation of District's chief administrative officer.

(Substantive waiver)

Rationale

Littleton Academy is granted the authority to select its own teachers. The District should not have authority to transfer its teachers into Littleton Academy or transfer teachers from Littleton Academy to District schools.

Replacement Plan

No replacement plan is applicable.

Duration of the Waiver

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

Littleton Academy expects that as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of Littleton Academy Agreement and the Colorado Charter School Law, Littleton Academy will provide the opportunity for teachers to transfer back into the District if they so choose.

Statute	**Description**
Grounds for Dismissal 22-63-301	Provides grounds and procedures for dismissal of teachers.
Procedure for dismissal-judicial review 22-63-302	
(Substantive waivers)	

Rationale

The success of Littleton Academy is dependent primarily upon the talents, skills and personal commitment of its teachers. Littleton Academy must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure should not apply to Littleton Academy.

Replacement Plan

Continued employment in Littleton Academy will be subject to an annual satisfactory performance evaluation. Teachers who are rated unsatisfactory may be terminated by Littleton Academy and in some cases transferred back to the District.

Duration of the Waiver

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

As a result of these waivers, Littleton Academy will be able to terminate teachers who are not able to provide instruction in accordance with the philosophy and mission of Littleton Academy.

Statute	Description
Salary Schedule - adoption changes 22-63-401	Provides for Distract Board of Education to adopt a salary schedule and place teachers on the schedule.

(Delegation)

Rationale

Littleton Academy should be delegated the authority to determine compensation rates. The work day and work year in Littleton Academy may be different from those in the District, and compensation must be adjusted accordingly.

Replacement Plan

Littleton Academy will adopt its own salary schedule. The Littleton Academy will set salaries in order to attract and retain high-quality employees.

Duration of the Waiver

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

As a result of this waiver, Littleton Academy should be able to attract qualified personnel and provide instruction in accordance with its philosophy and mission.

Statute	**Description**
Employment - Certificate required 22-63-201	Prohibits Board from entering into an employment contract with a person who does not hold a teacher's certificate of letter of authorization.
Services - Disbursements 22-63-402	Prohibits disbursement of District monies to teacher without a valid teacher's certificate, letter of authorization or authorization or written authorization.

(Substantive waivers)

Rationale

Littleton Academy should be granted the authority to hire teachers and principals who will further Littleton Academy's goals and objectives. The principal will not function as a traditional school district principal, but rather will be responsible for a wide range of tasks and act as Littleton Academy's chief executive officer. Littleton Academy seeks to attract principals and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license and persons with business or professional experience.

Replacement Plan

Littleton Academy will, if it so elects, hire certificated teachers and principals. However, in some instances it may be advantageous for Littleton Academy to hire teachers and/or principals without a certificate who possess unique backgrounds and/or skills or fill a special need of Littleton Academy.

Duration of the Waivers

Littleton Academy requests that the waivers be for the duration of its contract with the Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the requested waivers will have no financial impact upon the District or Littleton Academy.

How the Impact of the Waivers Will be Evaluated

The impact of these waivers will be measured by the performance criteria and assessments that apply to Littleton Academy.

Expected Outcome

As a result of these waivers, Littleton Academy will be able to employ professional staff possessing unique skills and/or background or filling special positions.

Statute	Description
Board of Education-specific duties 22-32-109(1)(n)(II)(A)[4] (Substantive waiver)	Restricts parent-teacher conferences and staff in-service programs to 24 hours per school year.

Rationale

Littleton Academy should have the ability to exceed this maximum if, in the opinion of the Governing Board, it is in the best interest of the Littleton Academy community to do so.

Replacement Plan

Parent-teacher conferences and staff in-service programs will be held on a regular basis. However, actual hours of teacher-pupil instruction and contact may exceed the minimum amounts required by C.R.S. 22-32-109(a)(n)(I) and (II).

Duration of the Waiver

Littleton Academy requests that the waiver be for the duration of its contract with the Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the request will have no financial upon the District or Littleton Academy, as Littleton Academy budget was prepared under the assumption that this waiver would be granted.

How the Impact of the Waiver Will be Evaluated

The impact of this waiver will be measured by the same performance criteria and assessments that apply to Littleton Academy.

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[4] This waiver is essential only to the extent the statutory requirement may be construed to impose an absolute limit on the hours a school or district may schedule for pupil-teacher conferences or staff in-services, and not to the extent it merely limits the amount of such time which can be counted toward the minimum hours instructional requirements. In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by Littleton Academy fall below the state minimum requirements described in C.R.S. 22-32-109(1)(n)(II)(A) and elsewhere in Colorado Statutes.

Expected Outcome

As a result of this waiver, Littleton Academy will be better able to maintain communication between parents and teachers and provide needed in-service programs.

Statute	**Description**
Transfer of Moneys 22-44-112	Permits Board to transfer unencumbered moneys from one fund to another, except the capital reserve fund, insurance reserve fund, transportation fund, special building fund, bond redemption fund, instructional supplies and materials account or instruction capital outlay account.
Funds 22-45-103	Defines the funds created for each school district and the purposes for each fund.
22-54-105	Limits transfers among instructions supplies and materials account, capital reserve fund and insurance reserve fund.

(Substantive waiver)

Rationale

Littleton Academy will receive funds earmarked by the State legislature for, among other things, the District's capital reserve fund, insurance reserve fund and instructional purposes accounts. As a new school with start-up costs and other unusual expenses, the Academy will need flexibility in applying the funds it receives from the District. In particular, it will need flexibility in applying the relatively small portion of its total budget consisting of the $202 per student that the District would place in its capital reserve and insurance reserve funds and the $120 per student that it would place in its instructional purposes accounts.

Replacement Plan

Total funds made available to Littleton Academy will not be increased or decreased by its ability to shift a portion of those funds earmarked at the state level for specified uses, most of which have no applicability to Littleton Academy. In no event will Littleton Academy contract or commit to expend funds in excess of its budget.

Duration of the Waiver

Littleton Academy requests that the waiver be for the duration of its contract with the Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact

Littleton Academy anticipates that the request will have no financial impact upon the District or Littleton Academy, as Littleton Academy budget was prepared under the assumption that this waiver would be granted.

How the Impact of the Waiver Will be Evaluated

The impact of this waiver will be measured by the same performance criteria and assessments that apply to Littleton Academy.

Expected Outcomes

As a result of this waiver, Littleton Academy will be better able to put money to work where it is most needed in the Academy.

MODERN TRADITIONAL SCHOOL

CONCEPT PAPER

Presented to

Littleton Public Schools
Board of Eduction
October 5, 1995

EXECUTIVE SUMMARY

Many parents and citizens in the Littleton Public Schools have expressed a desire to have traditional education for their children. Upon request of the Board of Education, a representative committee spent considerable time defining traditional education. This definition process was essential because confusion exists in the community as to what traditional education is and what it is not. The group developed a modern traditional school concept paper. Implementation by the Board of Education of this model will provide a choice for the community. Conclusions reached by the committee included the following:

- The committee is convinced that the traditional school model of choice described herein meets the needs of children who learn best in a highly structured environment. Further, the committee believes that parents who want a high quality traditional education for their children would welcome an opportunity for choice.
- The success of this school is dependent upon a commitment to the traditional education philosophy by all the providers: principal, parents, teachers and volunteers. This school will achieve ownership of the traditional school concept through the development and implementation of a school culture that enthusiastically embraces the tenets of a traditional education as defined in this document.
- The committee recognizes that the site selection is dependent upon demand and Littleton Public Schools funding. The fundamental site decision is between using an existing school building(s) and a new site(s). Several options were discussed at length by the committee and are highlighted in Appendix A.
- The initial implementation would include grades K-5 with the goal of phasing in grades 6 through 8 for program continuity.
- The traditional school model of choice would adhere to the existing federal, state and district mandates, including the Littleton Public Schools curriculum, policies and procedures.

Should the Board of Education move forward with this model, the committee recognizes intensive planning and a comprehensive implementation plan would have to be developed. The committee recommends that the Board of Education survey the community to determine a commitment by parents to this traditional school model of choice. Based upon this information, the committee recommends a site(s) be selected and the implementation plan be developed by those directly involved in this traditional school model.

BACKGROUND

In April 1995, the Board of Education requested that the administration determine the level of community interest for a traditional school model within the Littleton Public Schools system. In response to this charge, the district established and publicized a telephone "hot line" for community members to indicate interest for this concept. Total responses included over 400 families representing more than 800 district students from all attendance areas and grade levels.

In June 1995, the Board of Education charged the administration to develop concept papers for a traditional school model of choice and a progressive school model of choice to be presented to the Board of Education by fall 1995. Two committees were formed. Members were selected based on interest, expertise and commitment to the time line. The group for the traditional school committee consisted of three parents, three teachers, two elementary principals, a community member from the District Accountability Committee, a classified staff member, the Executive Director of Human Resources and a facilitator.

The committee began its work in July 1995. Committee members examined and discussed literature about established traditional schools. Another invaluable resource was Dr. Molly Doll, principal of Bear Creek Elementary in Jefferson County.[1] Bear Creek is recognized as a highly successful traditional school which maintains a structured environment, a concern for the individual child, a focus on continuous academic achievement and a belief in a strong partnership among school, home, community, and business.

After engaging in discussion regarding traditional education, the committee developed the philosophy and attributes of modern traditional education. Dr. Doll's presentation of the model at Bear Creek Elementary helped to expand, solidify, and confirm the committee's ideas for developing the following concept for choice.

DEFINITION OF A MODERN TRADITIONAL EDUCATION

To aid in the understanding of what is meant by modern traditional education, it is useful to describe both what it is and what it is not. See Appendix B for highlights.

WHAT IT IS

- Strong emphasis is placed on basic skills in reading, writing and math; instruction is organized by traditional academic subject areas, and the acquisition of content knowledge is emphasized. Continuous improvement in student academic achievement is the primary mission of the school.

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[1] NOTABLE ACHIEVEMENTS: Bear Creek Elementary in Jefferson County was chosen by the Colorado Department of Education as a "School of Choice" during 1991, and the *Rocky Mountain News* in May 1992, selected Bear Creek as one of the ten most effective schools in Colorado.

- Rigorous academic instruction and objective assessments are top priorities.
- Self-esteem is the result of achievement rather than emphasized or taught. Staff will always hold the dignity of each student in high regard. High academic challenges foster intrinsic motivation. Healthy competition with one's self and among the group is a natural outcome.
- Traditional educators believe all children can achieve and that many learn best in a structured environment.
- In a modern traditional school, it is recognized that there are diverse student needs (above and/or below grade level). The teacher recognizes learning theory modalities (visual, auditory, tactile kinesthetic) and will consider learner differences in providing instruction. There is a commitment to use multiple resources to serve and enhance diverse student needs.
- Retention (holding a student back in a grade) is acceptable if grade level standards are not met.
- The family/school connection is critical in a traditional education model. Teachers are encouraged to visit the home of each student. These home visits create a mutually beneficial relationship for both the school and the family.
- In a traditional school, a child's social development is valued, but it is not a primary focus of the school program.
- Academic time on task is a basic tenet of a traditional school.
- Teacher-directed, whole classroom instruction is considered more effective than cooperative learning or other student-directed learning. In addition, teachers use ability grouping for remediation and enrichment. Teachers are encouraged to use innovation where it has been demonstrated to enhance student learning.
- A traditional school imparts American heritage, patriotism, culture and citizenship. A traditional American public school should instill responsibility and appreciation for the United States of America. This model focuses on commonalties and acknowledges differences. Families and school share these common values in the traditional school model because parents choose to have their children enrolled.
- A traditional school has a sequential and systematic approach to teaching and learning with continuous reinforcement. The teacher in a traditional school teaches skills for mastery and purpose; creativity and higher order thinking will follow. Memorization along with drill and practice is valued and essential.

Uniform criteria is used to determine letter grades. Graded homework is frequently required by a traditional school. Completed homework, delivered to the teacher on time, is one of the means that teachers use to assess progress. Objective and standardized tests are used to measure academic achievement. Traditional letter grades and report cards are sent home, so teachers, parents, and students simultaneously have a common, clear understanding of the child's academic achievement.

- The principal, teachers, students and parents each have unique, defined responsibilities in this modern traditional school of choice.

  The **Principal** is held accountable for the continuous academic growth and improvement of all students and for teacher performance.

  The **Teachers** are responsible for implementing and enhancing the defined curriculum. Teachers participate in district-wide staff development, as appropriate, and the traditional school staff development is focused on staff needs as determined by the principal.

  The **Parents** sign a contract with the school defining their involvement in the education of their children and make a commitment to a specific number of volunteer hours for the school.

  The **Students** are responsible, with parental support, for their attendance, punctuality, homework and behavior at school, as well as maximum academic achievement commensurate with their abilities.

- A traditional school is characterized by a formal, clearly discernible structured environment which fosters learning. There is a dress code for students that visually communicates an orderly environment. The school is organized in specific grade levels, each with a curriculum scope and sequence and fixed high standards. The physical classroom arrangement is determined by the teacher but designed to enhance individual performance.
- The key to a safe and orderly learning environment is recognizing the teacher as the authority figure in the classroom. The principal is available for disciplinary problems requiring administrative intervention.
- The school day is structured and consistent. Interruptions to the instructional day are minimized. The daily schedule is designed to maximize academic time-on-task, and instruction is delivered in specific content areas.

WHAT IT IS NOT

- It is not experimental approaches to instruction, but it uses modern innovative techniques which have been proven to enhance learning while making appropriate use of new technologies.
- It is not change for change sake, but changes are based on sound educational principles.
- It is not self-esteem as a goal unto itself, but rather, it recognizes that self-esteem is a result of student achievement.

- It is not focused on affective/social development, but it is focused primarily on academic achievement.
- It is not organized into multi-age or multi-grade classrooms, but it is organized into specific grade levels.
- It is not focused on cooperative learning, but rather is teacher-directed, and student achievement is recorded and reported on an individual basis.
- It is not self-directed learning, but is teacher-directed instruction with students taking the individual responsibility to be attentive in class and to complete the required work.
- It is not language arts instruction based upon the whole language philosophy. It is textbook driven, teaching critical language arts skills including phonics, spelling, grammar, etc.
- It is not allowing approximated (invented) spelling indefinitely, but correct spelling is expected by the end of the third grade on final products.
- It is not portfolio assessment based, but rather, it requires traditional letter grades and report cards.
- It is not an emphasis on the process used by the student, but it is an emphasis on the product created by the student.
- It is not a religious school, but it is respectful of religious diversity.

GOVERNANCE

The involvement of parents, staff, students and community is critical to the success of this school. The traditional school governing body will adhere to the current Board of Education policies and procedures. This would include an accountability committee which would develop and monitor the school improvement plan and student achievement along with ad hoc committees as deemed appropriate by the principal.

STAFFING

The administrator and the staff must make and maintain a commitment to the traditional school philosophy as well as abiding by the Board of Education policies and procedures.

The principal will be responsible for:

- hiring, training, supervising, and evaluating staff
- student achievement
- developing the culture and climate of the traditional school

- maintaining the continuity of the school program
- implementing the district and school discipline policy

The art and science of teaching is valued in the traditional school model and will be demonstrated by the teachers. The teachers hired for this school will be expected to:

- implement and enhance the defined Littleton Public Schools curriculum
- provide whole classroom direct instruction
- apply multiple instructional strategies to address the variety of student needs
- demonstrate knowledge and understanding of the purpose for student groupings
- use a variety of resources
- collaborate with other providers
- provide a high degree of structure for classroom management
- actively participate in professional development
- provide feedback on student progress to parents
- determine academic grades
- value the school and home connection

CURRICULUM

The modern traditional school will provide a rigorous academic program which adheres to the curriculum of Littleton Public Schools. Concentration will be on reading, writing, grammar, spelling, handwriting, mathematics, science, and social studies. Art, music, physical education, and computer instruction will be offered. Curriculum will be content oriented, and mastery of basic skills will be emphasized. The following list is not all inclusive but highlights curricular areas of special interest to the traditional school community:

LANGUAGE ARTS PROGRAM

Reading

Phonics is the foundation for learning to read.

Reading instruction will include:

Comprehension

Word attack skills

Vocabulary study

Accuracy and fluency

Appreciation for literature

Writing

Student writing concentrates on:

Grammar and mechanics

Correct spelling

Quality of final product

Content

Handwriting

Correct manuscript and cursive letter formation

Multiple opportunities for handwriting practice

Neatness and legibility in all subject areas

Spelling

Approximated (invented) spelling closely monitored

Correct spelling expected on final products by the end of third grade

A formal spelling program begins in first grade

A systematic spelling program with grade level scope and sequence of spelling rules and strategies

High frequency grade level word lists

Additional words used to provide challenge for students

Correct spelling will be emphasized in all curricular areas

MATHEMATICS PROGRAM

The mathematics program will include:

Instruction with manipulatives

Drill and practice of skills

Mastery of facts

Problem solving

Application of mathematical concepts

SOCIAL STUDIES PROGRAM

History

The delivery of curriculum will adhere to current Littleton Public Schools Board of Education policy which requires that all material be presented in a factual, unbiased manner.

Facts taught about prominent American heroes are emphasized.

America as a melting pot, benefiting from the assimilation of diverse ethnic backgrounds into American culture, is stressed.

America is described as a place of freedom and opportunity for people from all over the world.

INSTRUCTION

Instructional tasks will be carefully selected and sequenced according to curriculum objectives. The school day will contain a consistent, structured schedule with academic time as the priority. Textbooks, worksheets, workbooks, and hands-on materials will be used to support the curriculum. Generally, the teacher will use whole classroom instruction to be followed by remediation and enrichment based on individual student needs. Traditional education values the art and science of teaching, and allows for creativity and diverse teaching and learning styles. Drill and practice, along with memorization of factual information, create the foundation for higher level thinking skills. A wide variety of tools, including technology, will be utilized to assist with instruction and to reinforce skills. Homework will be an integral part of the academic program.

ASSESSMENT

Assessment of individual student progress is based on high academic standards with an emphasis on objective measures, e.g. multi-choice, fill in the blank, etc. Standardized tests, objective tests, performance-based assessments and informal teacher observations will be used. Letter grades are earned in all curricular areas. Frequent parent contact regarding student achievement will occur using report cards with traditional letter grades, conferences and informal communications.

COMMUNITY RESOURCES

The traditional school is committed to forming a partnership with the school, home and other involved citizens. A mutually advantageous environment for community goodwill and enhanced student achievement will promote personal responsibility and civic awareness. The traditional school will involve members of the community to support academic achievement.

FACILITY

The committee's goal is to create a positive learning environment for Littleton Public Schools students. This goal was uppermost in the committee's discussion as options were generated for a possible site(s). The committee recognized that site selection should be determined by the demand and related costs. Several options were generated by the group and are highlighted in Appendix A. Lacking hard data for demand and costs, no specific site recommendation is submitted. Any building site would have to meet health and safety standards along with ADA (Americans With Disabilities Act) requirements. If an existing school site volunteered to become a school model of choice, it would be critical that the entire school community volunteer and support the effort. This would be necessary to avoid the potential disruption to an existing neighborhood school.

TRANSPORTATION

The committee examined issues regarding transportation for students attending the traditional school. It recommends that the Board of Education maintain policies and procedures currently in place.

BUDGET

The committee discussed the budget implications for the district to implement a traditional school model of choice. It recognized that specific costs could not be determined at this time but recommends that the Board of Education take into consideration the following categories for expenditures:

- Professional development and training costs for staff.
- Selection of a principal to develop an implementation plan at least six months prior to the school opening.
- Purchase of supplies, equipment, computers and instructional texts.
- If a new site is selected, then the acquisition or lease costs and renovation costs would need to be addressed.

FOOD SERVICES

If a new site is chosen, the school must meet the legal requirements to provide hot lunches for children qualifying for free or reduced cost lunches. The site may not need a kitchen. Food could be prepared at an existing school and delivered, or food could be brought in by a caterer or restaurant. The children could bring their lunches or a combination of the

141

above options could be implemented. The committee felt that food services is not an obstacle for the creation of the traditional school.

CONCLUSION

The purpose of this traditional school concept paper is to provide the Board of Education with a framework to further examine implementing a model for choice. The committee recommends the Board of Education consider the following next steps:

- Develop a communication plan to inform the community and the staff of the concept paper
- Host community or neighborhood forums to allow for feedback and input on the traditional model
- Survey each family in the Littleton Public Schools to determine the level of commitment for attendance in this traditional school of choice
- Survey staff to determine the level of commitment for this traditional school of choice
- Survey private schools, home schools, business partners, preschools and other organizations that might be interested in participating in this traditional model for choice
- After conducting the surveys described above, determine a site for implementation which will provide the district a basis to begin to build a budget

Extensive planning will be necessary for this modern traditional school to become a reality. The committee encourages the Board of Education to provide the choice of a modern traditional school for the parents, students and staff in the Littleton community.

FACILITY SELECTION

OPTIONS	PRO	CON
Conversion of current neighborhood school	• minimum financial outlay • no building conversion required • meets health, safety and ADA codes	• viewed as a take-over • loss of neighborhood school • possible loss of dollars due to students leaving district • possible imbalance of student populations • displacement of some staff and students
Pairing of neighborhood schools	• minimum financial outlay • no building conversion required • meets health, safety and ADA codes • opportunity for shared resources	• viewed as a take-over • loss of neighborhood school • possible loss of dollars due to students leaving district • possible imbalance of student populations • displacement of some staff and students
Cluster concept: schools within three clusters determine choice models	• minimum financial outlay • no building conversion required • meets health, safety and ADA codes • opportunity for shared resources • concept in place • provides at least three schools of choice	• viewed as a take-over • loss of neighborhood school • possible loss of dollars due to students leaving district • possible imbalance of student populations • displacement of some staff and students
Use of existing facility within the community	• site is neutral • no stigma of a take-over • teaching staff could choose to participate in the traditional model • neighborhood school would not be disturbed • could alleviate some enrollment imbalances in some elementary schools	• new acquisition and lease cost • time and financial constraint to convert the building to meet safety, health and ADA codes • children may choose not to attend their neighborhood school • existing site may not have a playground or a gymnasium available for student use • transportation cost increase because of an added site

Listed below are highlights of what a traditional school is and what it is not.

Traditional School is:	**Traditional School is not:**
• Teacher directed instruction	• Self-directed instruction with the teacher as facilitator
• Primarily focused on academic achievement	• Focused on affective/social development
• Phonics-based language arts instruction	• Whole language-based language arts instruction
• Teaching skills for mastery and purpose; creativity and higher order thinking skills will follow	• Emphasizing the development of higher order thinking skills and creativity
• Concerned with a child's social development, but rejects that role as a primary function of the school	• Embracing the role of a child's social development as a primary function of the school
• Self-esteem is a result of student achievement	• Creating self-esteem, so students will want to produce
• Specific grade level classrooms	• Multi-aged or multi-graded classrooms
• Curriculum by specific subject areas	• Integration of curriculum
• Assessment based on objective measures	• Portfolio-based assessment
• Centered on product	• Centered on process
• Individual student achievement	• Cooperative learning
• Whole classroom instruction with remediation and enrichment groups	• Primary emphasis on small grouping for instruction
• Primarily textbook driven	• Teacher-created units from multiple resources
• Correct spelling emphasis	• Indefinite approximated (invented) spelling
• Factual knowledge stressed along with knowing how to look up information	• Focused on just accessing information

SUMMARY OF SIMILARITIES OF MODERN TRADITIONAL AND PROGRESSIVE EDUCATION MODELS FOR LITTLETON PUBLIC SCHOOLS

- Adhere to current Board of Education policies and procedures
- Adhere to LPS curriculum
- Support high academic standards
- Believe all students can achieve
- Mastery of basic skills
- Use textbooks, workbooks, hands-on materials used
- Commitment to philosophy by parents, staff, principal
- Parent commitment contract
- Expectation for parent involvement
- Link community to the school
- Need for discipline/safe schools
- Teachers use multiple resources
- Learning styles considered for instructional planning
- Tailor the model to fit needs of students
- Multiple methods to assess student achievement
- Use technology
- Emphasize staff development and training

SUMMARY OF DIFFERENCES OF MODERN TRADITIONAL AND PROGRESSIVE EDUCATION MODELS IN LITTLETON PUBLIC SCHOOLS

PROGRESSIVE	TRADITIONAL
• Multi-age/multi-grade	• Self-contained grade levels
• Teacher/student directed	• Teacher directed
• Emphasis on thematic/integrated units	• Emphasis on separate content areas
• Ability grouping/cooperative learning in addition to whole group instruction	• Primary instruction is with whole group
• Process emphasized	• Product emphasized
• Self-concept nurtured	• Achievement results in self-esteem
• Teacher as facilitator/coach	• Teacher as instructor/authority figure
• Flexible/mobile classroom environment	• Highly structured classroom environment
• Multiple methods for reporting student progress	• Traditional letter grades for student achievement

Budget

It is imperative for a charter school to develop a reasonable budget. Not only must the budget balance, but it must also be fairly close to actual expenditures. As mentioned earlier, policy decisions ought to be reflected in the budget. A contingency of approximately 5% is advisable to prevent getting into a deficit situation.

Lincoln Academy
Income, Expense and Budget Statement
For Year 1996-97

	At 100%	At 85%	At 80%
Revenue			
PPOR Allocation [1]	$730,048.00	$620,541.00	$584,038.00
Special Ed Reimbursement	$10,000.00	$10,000.00	$10,000.00
Textbook Fees [2]	$5,870.00	$5,870.00	$5,870.00
Donations	$3,000.00	$3,000.00	$3,000.00
Total Revenues	$748,918.00	$639,411.00	$602,908.00
Expenditures			
Salaries:			
Administration (2 FTE) [3]	$67,283.00	$67,283.00	$67,283.00
Special Education (1.2 FTE)	$33,500.00	$33,500.00	$33,500.00
Teachers (8 FTE) [4]	$192,500.00	$192,500.00	$192,500.00
Educational Assistants (10 PTE) [5]	$57,062.00	$57,062.00	$57,062.00
Custodian (1.5 FTE)	$20,000.00	$20,000.00	$20,000.00
Substitutes	$5,000.00	$5,000.00	$5,000.00
Total Salaries	$375,345.00	$375,345.00	$375,345.00
Benefits:			
Special Education	$10,600.00	$10,600.00	$10,600.00
Staff	$80,505.00	$80,505.00	$80,505.00
Total Benefits	$91,105.00	$91,105.00	$91,105.00
Purchased Services:			
Mileage /Travel	$550.00	$550.00	$550.00
Employee Training	$3,000.00	$3,000.00	$3,000.00
Outdoor Lab	$1,000.00	$1,000.00	$1,000.00
Printing	$1,000.00	$1,000.00	$1,000.00
Special Ed. Services	$7,500.00	$7,500.00	$7,500.00
Library/Film	$1,250.00	$1,250.00	$1,250.00
Maint./Equip. Repair	$500.00	$500.00	$500.00
Telephone	$2,500.00	$2,500.00	$2,500.00
Postage	$750.00	$750.00	$750.00
Insurance (WC & UI)	$7,040.00	$7,040.00	$7,040.00
Total Purchased Services	$25,090.00	$25,090.00	$25,090.00
Supplies/Materials:			
Contingency	$18,000.00	$18,000.00	$18,000.00
Office Supplies	$3,000.00	$3,000.00	$3,000.00
Clinic	$500.00	$500.00	$500.00
Custodial Supplies	$1,500.00	$1,500.00	$1,500.00
Instructional	$40,000.00	$40,000.00	$40,000.00
Art	$1,500.00	$1,500.00	$1,500.00
PE Equipment	$1,500.00	$1,500.00	$1,500.00

Music	$1,500.00	$1,500.00	$1,500.00
Textbooks	$22,000.00	$22,000.00	$22,000.00
Copier	$3,000.00	$3,000.00	$3,000.00
Testing	$5,000.00	$5,000.00	$5,000.00
Awards/Graduation	$1,000.00	$1,000.00	$1,000.00
Total Supplies	$98,500.00	$98,500.00	$98,500.00
Capital Outlay:			
Office Equipment	$8,500.00	$8,500.00	$8,500.00
Instructional Equipment	$21,500.00	$21,500.00	$21,500.00
Total Capital Outlay	$30,000.00	$30,000.00	$30,000.00
Facility Costs:			
Natural Gas	$4,000.00	$4,000.00	$4,000.00
Electricity	$6,600.00	$6,600.00	$6,600.00
Water/Sanitation	$3,400.00	$3,400.00	$3,400.00
Total Facility Costs	$14,000.00	$14,000.00	$14,000.00
Program Totals	$634,040.00	$634,040.00	$634,040.00
Revenue Over Expenses	$114,878.00	$5,371.00	($31,132.00)

**The above figures do not include start-up or renovation costs.*

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1 PPOR projection based on $4350.00 per pupil minus $202.00 per pupil for insurance which equals $4148.00 per pupil.

2 Fee projection is based on $ 20 .00 per Kindegarten pupil (40), $30.00 per pupil grades 1 - 3 (78), $35.00 per pupil grades 4 - 6 (78).

3 1 Principle, 1 Secretary

4 7 Full time, 3 1/3 time (Physical Ed, Art, Music)

5 1 full time (Kindegarten), 9 Part time (Less than 30 hrs./wk)

Anotated Budget

SJMCS Budget for:		1997-98		1998-99		1999-00
Classrooms:	6		6		6	
		YEAR 1		YEAR 2		YEAR 3
Per Pupil Operating Revenue @ 85% Grades 1-6	66	247,401	84	324,320	112	445,400
Per Pupil Operating Revenue @ 85% Kindergarten	28	52,479	32	61,775	24	47,721
Tuition for extended day portion of Kindergarten	28	79,380	32	94,176	24	73,008
Tuition for full-day Preschool	36	170,100	36	175,284	36	180,792
Tuition for half-day Preschool	20	56,700	16	46,800	0	0
Tuition Deposits for Kindergarten		34,020		0		-34,020
(Less Scholarships 1/2 day Kinder Tuition)	2	-5,670	3	-8,829	4	-12,168
Activity Fees (full-day students)	130	16,250	152	19,760	152	23,220
(Less Activity Fees Free/Reduced Lunch Students)	4	-500	5	-650	6	-810
Activity Fees (half-day preschool students)	20	1,500	16	1,280	0	0
Preschool Registration Fees	56	2,800	52	2,600	36	1,800
Donations and Fundraising		15,000		20,000		25,000
Corporate Sponsorship and Grants		10,000		15,000		25,000
Reimbursed expenses for Special Ed.		13,300		13,699		14,110
Afterschool program tuition	30	43,200	35	53,550	40	64,800
Afterschool registration fees	30	900	35	1,050	40	1,200
Summer school tuition & registration fees	30	45,750	31	47,275	32	48,800
Total Revenue		782,610		867,091		903,853
Salaries & Benefits						
Administrator	1	40,000	1	42,000	1	44,100
School Secretary/ Admin. Assist.	1	16,000	1	16,800	1	17,640
Teachers	6	150,000	6	157,500	6	165,375
Teacher - Substitutes		4,000		4,600		5,000
Teachers' assistants	9	103,680	9	108,864	8	101,606
Afterschool assistants	4	14,400	5	18,900	5	19,800
Summerschool counselors(no benefits)	5	18,560	6	22,968	6	23,664
Employee Benefits with PERA		83,953		88,589		91,540
Payroll Taxes		26,691		28,616		29,043
Total Salaries and Benefits		457,285		488,837		497,769
Mileage and Travel		250		300		350
Employee Training and Conferences		2,100		2,100		2,100
Orientation Inservice\ Workshops		1,000		1,000		1,000
Student Transportation		5,040		5,200		5,400
Printing (Admin. Cost)		1,500		1,750		2,000
Contract Physical Education Program		1,500		1,550		1,600
Contract Labor- Special Ed.		15,000		15,000		15,000
Contract Services - Custodial		11,000		11,330		11,670
Contract Services - Legal		1,500		500		500
Film Rentals Library Services		250		300		300
Bad Debt Expense		1,000		1,500		2,000
League of Charter Schools Fees		500		500		500
Organization Costs		1,500		0		0
Technology equipment/repair		4,000		5,000		6,000
Telephone		2,000		2,060		2,130
Postage		650		670		690
Permits Licenses Fees		1,700		1,700		1,700
Insurance		172		160		111
Community Relations (Advertising)		2,000		1,500		750
Food Service for Qualified Students		1,645		2,030		2,380

Anotated Budget

SJMCS Budget for:	1997-98	1998-99	1999-00
Classrooms:	6	6	6
	YEAR 1	YEAR 2	YEAR 3
Contingency	10,000	10,000	10,000
General and Administrative	64,307	64,150	66,180
Materials & Supplies			
Montessori Materials	120,000	0	25,000
Office Materials / Supplies	3,600	4,800	5,500
Clinic Materials / Supplies	250	275	300
Custodial Supplies	305	315	325
Instructional Supplies (consummables)	7,000	7,200	7,500
Books	5,000	2,000	2,000
Photocopies	600	1,000	1,400
Testing Materials	600	800	1,000
Afterschool Mat's/Snks/Bevs@$1/student/day	5,400	6,300	7,200
Materials & Supplies	142,755	22,690	50,225
Facility Buildout/Costs:			
Amortized Site Buildout	59,910	59,910	59,910
Classroom Furnishings	20,000		
Office Furnishings	5,000		
Kitchen Appliances	5,000		
Playground Buildout/Equipment	0	0	
Capital Outlay	89,910	59,910	59,910
Building Rental	89,466	105,242	106,141
Electricity / Natural Gas	16,000	16,800	17,640
Lease Deposit	8,845		
Facilities Improvements/ repairs	10,000	10,000	10,000
Water	2,000	2,060	2,130
Rent/Utilities	126,311	134,102	135,911
Facilities Cost	216,221	194,012	195,821
Total Expenditures	880,567	769,689	809,995
Operating Deficit prior year		-97,957	-555
NET REVENUE	(97,957)	(555)	93,303

SJMCS Budget Assumptions															
Classroom/Teachers/Student Assumptions:															
	1st YR					**2nd YR**					**3rd YR**				
Classrooms	6					6					6				
Operating Revenue	782,610					867,091					903,853				
Operationg Costs	881,067					868,646					812,050				
Net Revenue	-98,457					-1,555					91,803				
	1st Yr	**1st Yr**	**1st Yr**	**1st Yr**	**1st Yr**	**2nd Yr**	**2nd Yr**	**2nd Yr**	**2nd Yr**	**2nd Yr**	**3rd Yr**	**3rd Yr**	**3rd Yr**	**3rd Yr**	**3rd Yr**
Item	**Pre-K**	**K-1**	**1-3**	**4-6**	**Totals**	**Pre-K**	**K-1**	**1-3**	**4-6**	**Totals**	**Pre-K**	**K-1**	**1-3**	**4-6**	**Totals**
Classrom Type:	Pre-K	K-1	1-3	4-6		Pre-K	K-1	1-3	4-6		Pre-K	K-1	1-3	4-6	
Quantity of Classroom Type:	3	0	2	1	6	3	0	2	1	6	2	0	2	2	6
Teachers/Classroom Type:	3	0	2	1	6	3	0	2	1	6	2	0	2	2	6
Teachers' Assistants	6	0	2	1	9	6	0	2	1	9	4	0	2	2	8
After School Paras					4					5					5
Summer School Counselors					5					6					6
Age/Schedule Groupings															
3 yrs (Full 5 days)	18				18	18				18	18				18
3 yrs (Half 5 days)	10				10	8				8	0				0
4 yrs (Full 5 days)	18				18	18				18	18				18
4 yrs (Half 5 days)	10				10	8				8	0				0
5 yrs (Kindergarten Full 5)	28	0			28	32	0			32	24	0			24
6 yrs (1st grade)		0	20		20		0	19		19		0	19		19
7 yrs (2nd grade)			20		20			19		19			19		19
8 yrs (3rd grade)			16		16			18		18			18		18
9 yrs (4th grade)				6	6				18	18				32	32
10 yrs (5th grade)				4	4				6	6				18	18
11 yrs (6th grade)				0	0				4	4				6	6
Totals of Columns:	84	0	56	10	150	84	0	56	28	168	60	0	56	56	172
Total K-6					94					116					136
Total 1-6					66					84					112
Total Kindergartners					28					32					24
Total Preschoolers (full day)					36					36					36
Total Preschoolers (1/2 day)					20					16					0
Total Preschoolers					56					52					36
Afterschool students					30					35					40
Est Qualified students					4					5					6
Summer School Students					30					31					32
Revenue Assumptions:	Inflation=	3.00%	3.00%												
PPOR Dollars	4,410	4,542	4,679												
Charter Percent of PPOR:	85%	85%	85%												
Net PPOR Grades 1-6	3,748.50	3,860.96	3,976.78												
Net PPOR Kindergarten:	1,874.25	1,930.48	1,988.39												
Tuition (Pre-Full 5 days):	525.00	541.00	558.00												
Tuition (Pre-Full 4 days):	440.00	454.00	468.00												
Tuition (Pre-Half 5 days):	315.00	325.00	335.00												

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Facts

Tuition (Pre-Half 4 days):	275.00	284.00	293.00
Tuition (Kindergarten):	315.00	327.00	338.00
Preschool Registration Fee	50.00	50.00	50.00
Kindergarten Deposits	8,820.00		-8,820.00
Preschool Full-day Deposits	18,900.00		-18,900.00
Preschool 1/2 day Deposits	6,300.00		-6,300.00
Activities Fees (full day all ages):	125.00	130.00	135.00
Activities Fees (1/2 day pre):	75.00	80.00	85.00
Donations & Fundraising:	10,000	15,000	20,000
Corporate Sponsor&Grants:	5,000	15,000	25,000
Special Ed Reimbursement:	13,300	13,699	14,110
Per-day afterschool charges	8.00	8.50	9.00
Afterschool tuition (9 months)	1,440	1,530	1,620
Afterschool registration fee	30	30	30
Summer school tuition	1,525	1,525	1,525
Scholarships (1/2 day Kinder)	2	3	4
Site Assumptions:	Inflation=	5.00%	5.00%
Square Footage Leased:	9,985	9,985	9,985
Free Months/Extra Months	-14,978		
CAM per Sq. Ft.	1.37	1.44	1.52
Insurance per sq. ft	0.09	0.10	0.11
Real Estate Taxes-waived	1.31	1.38	1.44
Lease Rate per Sq. Ft	9.00	9.00	9.00
Total Rental Rate/Sq Ft.	11.77	11.92	12.07
Deposits	8845.08		
Principal of Build-out	150,000		
Amoritized Principal per sf.	6.00	6.00	6.00
Gas & Electric Utilities	16,000	16,800	17,640
Salary Assumptions:	Raise	5.00%	5.00%
Administrator	40,000	42,000	44,100
School Secretary	16,000	16,800	17,640
Teacher Classroom	25,000	26,250	27,563
Teacher Assistant Pay per Day	64	67	71
Teacher Assistant 9 mo Salary	11,520	12,096	12,701
Afterschool Paras Pay per Day	20	21	22
Summer Counselors Pay per Day	64	66	68
Other Capital Outlays			
Montessori Materials:	120,000	0	25,000
Playground Materials:	5,000		
Office Set up	5,000		
Kitchen Set up	5,000		
Other basic assumptions			
School days/year	180	180	180
Summer school days	58	58	58
Utilities $1447 hi/$1337 lo previous 12mos			
District Liaibility Ins /preschooler/yr	3.07	3.07	3.07

Cheyenne Mountain Charter Academy
Cash Flow Analysis
5-22-95

Below are listed the final considerations for the revised budget for Cheyenne Mountain Charter Academy.

Budget for 160 FTE

1. Rent has been set at $33,500 for the seven months beginning in December, 1995.
2. The fixed loan will be used for remodeling and misc costs. The $5,000 is in the contingency line item.
3. The fixed loan is expensed at $1000 a month or an amortization of 4 year, 2 months. Interest payments are calculated at 6% on the total $50,000 for the whole year.
4. Major purchases such as furniture, computer equipment, textbooks, playground equipment have been all pushed back one month because those purchase orders will not be paid for until August.
5. The total remodeling budget is $125,000. $45,000 comes from the fixed loan.
6. Personnel in the budget.

7 teachers	@	$22,000
1 principal	@	$45,000
1 secretary	@	$14,000
1 custodian	@	$15,000
1/3 art teacher	@	$ 7,000
½ PE teacher	@	$11,000
½ kindergarten teacher	@	$11,000
1/3 instrumental music teacher	@	$ 7,000
1/3 vocal music teacher	@	$ 9,000
7 teacher aides	@	$ 9,000

7. Health insurance contributions are at $2,280 for full time employees and $1,240 for ½ time teacher and $760 for 1/3 teachers
8. Variable district expenses are now figured on all FTE students, in district and out of district, at $13.70.
9. Special education insurance is figured on 45 in-district students at $300.00 a student.

Budget for 212 FTE

Numbers 1 – 4 are the same as the 160 FTE budget.

5. The total remodeling budget is $135,000. $45,000 from the fixed loan.
6. The personnel in the budget is increased to 8 teachers and 9 teacher aides. The kindergarten and PE teacher are full time.
9. Special education insurance is figured on 60 in-district students at $300.00 a student.

Charter School Contracts

Examples are always helpful to people as they begin a project for the first time. This is true for charter school founders as they begin the process of writing a contract with the school district. Two contracts are included for review. Remember that these are merely examples and should provide a sense of the likely items to be covered in the contract. No two contracts must necessarily be identical.

CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this ______ day of ____________, 1996, is made and entered by and between the DOUGLAS COUNTY SCHOOL DISTRICT RE.1 ("School District") and the ACADEMY CHARTER SCHOOL ("Academy").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. 22-30.5-101 et seq., for certain purposes as enumerated in 22-30.5-102(2) and (3); and

WHEREAS, on July 14, 1993, an Application (attached and incorporated as Exhibit A) was submitted by citizens of the School District for formation of Academy as a charter school to operate within the school District; and

WHEREAS, the School District's Board of Education ("Board") determined that the Application submitted to the School District for the formation of Academy as a charter school, as amended herein, complied with the purposes and requirements of the Charter School Act and previously approved a Charter School Contract dated October 8, 1993; and

WHEREAS, the School District desires to renew the Charter School Contract on the terms and provisions stated herein; and

WHEREAS, as part of such renewal, the parties acknowledges that the Academy has been operating for three years and that many of the provisions contained in the Application have been superseded by practice and modifications approved by the Board;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

AGREEMENT

1. Mission Statement: The mission/vision statement attached and incorporated as Exhibit B is approved by the School District to the extent it is consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in the C.R.S. 22-30.5-102(2) and (3).

2. Goals, Objectives, and Pupil Performance Standards: The goals, objectives, and the pupil performance standards set forth in Section (b) of the Application are hereby accepted by the School District and subject to the conditions set forth below:

a. Student Attendance, Conduct, and Discipline. Unless and until Academy adopts its own set of written policies, as provided below. Academy agrees that it shall comply with all Board approved policies and regulations concerning student attendance, standards of conduct, and discipline.

(1) Academy may adopt its own written attendance policy and shall be granted a waiver from the School District's policy, so long as the policy is in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

(2) Academy may adopt its own set of written policies concerning student conduct and student discipline and shall be granted a waiver from corresponding School District policies, as long as the developed policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student.

b. Student Welfare and Safety. Academy shall comply with all Board approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety, and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

c. Identification of Academically Low-Achieving and At-Risk Students. Academy shall identify academically low-achieving, at-risk students and "exceptional children," as defined in regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner which best serves their needs as set forth in Exhibit C and incorporated into this Contract.

3. Community Support: The Board finds that sufficient support for the continuation of Academy exists, as evidenced by the current enrollment and wait list.

4. Statement of Need: The Board has determined that Section (d) of the Application sufficiently establishes a need for educational choice within the School District and that the proposed program would serve that need in a manner which is in the best interests of the school community.

5. Educational Program, Pupil Performance Standards, and Curriculum: The educational program, pupil performance standards, and curriculum set forth in Section

(e) of the Application are hereby accepted and subject to the conditions set forth below.

a. Curriculum. The School District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by Academy of its instructional programs as outlined in its application, as amended herein.

(1) Academy shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner which is consistent with state law, including, without limitation, requirements regarding content standards.

(2) The educational program, pupil performance standards, and curriculum designed and implemented by Academy shall meet any content standards adopted by the School District and shall be designed to enable each pupil to achieve such standards.

(3) Academy agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in the areas of state and federal history and civil government, C.R. S. 22-1-104, honor and use of the United States Flag, C.R.S. 22-1-106, the federal constitution, C.R.S. 22-1-108, and the effect of use of alcohol and controlled substances, C.R.S. 22-1-110.

(4) Academy shall establish a process for resolving public complaints, including complaints regarding curriculum, which provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, except that the final administrative appeal shall be heard by the Governing Board of Academy, rather than the Board of Education of the School District.

b. Records.

(1) Academy agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board and Colorado Department of Education.

(2) Academy shall comply with all Board approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of student records, including, without limitation, the Colorado Open Records Law, C.R.S. 24-72-204 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g.

c. Nonreligious, Nonsectarian Status. The educational program of Academy shall be nonreligious, nonsectarian, and shall not discriminate against any student on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, or need for special education services.

d. Open Enrollment. Enrollment shall be open to any child who resides within the School District. Enrollment decisions shall be made in a nondiscriminatory manner in accordance with School District policy and state law.

A certain number of spaces may be allocated to students residing in the Douglas County School District. Another group of spaces may be allocated for children whose parent(s) are employed by the school and are not residents of the Douglas County School District. Employees' children may move to the top of the wait list.

e. Admissions. Students shall be considered for admission into the program on a first come, first served basis and without regard to race, creed, color, sex, national origin, religion, ancestry, disability, or need for special education services.

f. Education of Students with Disabilities. Academy agrees to comply with all Board approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities.

g. Tuition and Fees. Tuition may not be charged to students who reside in the School District, other than for before school programs, after school programs, intersession programs, or extended kindergarten programs administered by Academy. Tuition and fees may only be charged to any student in accordance with School District policy and state law.

6. Evaluation of Pupil Performance and Procedures for Corrective Action: The Board approves Academy's methods for evaluating pupil performance and procedures for corrective action contained on Section (f) of the Application, as amended herein, and subject to the conditions below and otherwise set forth in this Contract:

a. Timeline. Academy agrees to follow its timeline for achieving its goals as stated in the School Improvement Plan.

b. Performance Assessment. Academy agrees that assessment of student performance shall not be limited to CTBS analysis, as set forth in the Application, and agrees to cooperate with School District administrators to coordinate testing with the school District's statistical needs. Academy also agrees that the baseline data for evaluating student performance shall not be limited to CTBS testing.

7. Economic Plan, Budget, and Annual Audit: Section (g) of the application is amended as follows, which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Application.

a. Funding.

(1) During the first year of the renewal term of this Contract, the School District shall provide funding to Academy in the amount of $________ for each student enrolled in Academy. So long as Academy is not in material breach of this Contract, this funding will be made available to Academy in monthly installments consistent with the fiscal year, commencing on July 25, 1996. The monthly installments paid from July 25 thereafter for such years will be pro rata so that they will each equal 1/12th of the total annual funding. The term "enrolled" as used in this provision shall be deemed to mean enrolled as of the counting dates or periods and in accordance with the requirements of the Public School Finance Act of 1994, C.R.S. 22-54-101 et seq. (or successor act), and State Department of Education regulations.

(2) The School District may adjust the funding in the fourth or any subsequent months to reflect the actual student count as compared to the count consistent with the Public School Finance Act used at the beginning of the school year. In addition, to the extent the School District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions will be made to Academy by adjustment or set off in subsequent months.

(3) On or before February 15 of each year of the Charter, Academy and the School District will begin negotiations concerning funding for the ensuring fiscal year in order that the amounts may be determined in conjunction with the School District's and Academy's budget development and adoption process. In future fiscal years, it is agreed that the amount of funding provided to Academy from the School District shall not be less than 80 percent of the School District's per pupil operating revenues, as defined by C.R.S. 22-53-103(6), multiplied by the number of pupils enrolled in Academy. The School District acknowledges that the inclusion of their minimum base is a restatement of the current law and does not constitute any agreement on the part of Academy that such base is sufficient.

(4) The proportionate share of state and federal resources generated by Academy students with disabilities, or the staff serving them, shall be directed to Academy. A proportionate share of moneys generated under other federal or state categorical aid programs shall be directed to Academy for each Academy student eligible for such aid.

Services will be directed to Academy based on the IEP of identified handicapped children with a charge against the PPOR for each enrolled student, including federal and state funding. These services will be provided as a part of the per pupil allocation.

(5) If a student who has been included in the enrollment count of the School District transfers to Academy during the school year, the unallocated pro rata portion of per pupil funding in paragraph 7.a. (1) above shall be allocated to Academy.

If a student withdraws from Academy, the unallocated, pro rata share of funds shall be returned to or retained by the District.

b. Budget. The 1996-97 Budget is attached as Exhibit D, and is amended as follows:

(1) The per pupil funding for the first and subsequent years shall be determined in accordance with paragraph 7.a. above.

(2) Academy shall be responsible for all cost associated with its school operations, including the cost of contracting for goods and services. The following services may be purchased by Academy from the School District at cost during the term of this Contract: payroll services, special education, human resources services, support services, instructional services, nutrition services, and insurance coverage. Exact costs will be determined on a yearly basis on part of the budgeting process and attached as Exhibit E. Academy agrees to purchase all insurance coverages from the District as provided in Section 10 below. All services are based on a per pupil allocation, with the exception of payroll services. Transportation services are not provided under this Contract, subject to Section 11 below.

(3) On or before April 15 of each year, Academy shall submit to the Board its proposed budget for the upcoming school year for Board approval together with a list of those services Academy will purchase from the School District. The budget accepted by the Board for the 1996-97 school year is attached and incorporated into this Contract as Exhibit D.

c. Annual Audit. Academy agrees to maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time. Academy agrees to engage and participate in an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis. The results of the audit shall be provided to the School District in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. Any cost associated with the audit of Academy shall be borne by Academy, as part of the support services provided by the School District under section 7.b.(2) above.

8. Governance and Operation: Section (h) of the Application concerning the nature and extent of parental, professional educator, and community involvement in the governance and operation of Academy is accepted by the School District to the extent permissible under federal and state law and subject to all conditions of this Contract, including, without limitation, amendments set forth in paragraph 9. In addition, Section (h) of the Application is amended as follows, which amendments, and all other provisions of this contract, shall supersede and control over any conflicting language contained in the Application

a. Nonreligious, Nonsectarian Status. Academy agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. Academy shall not be affiliated with any nonpublic sectarian school or religious organization.

b. Commitment to Nondiscrimination. Academy shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, national origin, religion, or ancestry.

c. Accountability. Academy shall operate under the auspices of, and accountable to, the School District and subject to all Board approved policies and regulations unless specifically waived. Academy agrees to participate in the School District's accountability process in accordance with Board policy. All records established and maintained in accordance with the provisions of this Contract, Board policy, and federal and state law shall be open to inspection by the School District.

d. Open Meetings Law. Academy acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. 24-6-401 et seq., and that it will comply with the provisions of such law in connection with all of its activities.

e. Indigent Students. Academy shall waive all fees for indigent students in accordance with Board policy and applicable state and federal law. Academy shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, Academy shall include notification of the policy of waiver of fees for indigent students. Academy shall provide free and reduced priced meals to needy students in accordance with Board policy and applicable federal and state law.

f. Operational Powers. Subject to the above conditions, Academy shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by Academy consistent with law, and shall have authority to independently exercise, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Contract and in the Application to the extent consistent with this Contract): contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease, or rent furniture, equipment, and supplies; accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; and all activities necessary and appropriate to effect the foregoing. The School District shall be given written notice of all accepted gifts, donations, and grants shall be for the benefit of Academy and shall not reduce funding by the School District hereunder. In exercising these powers, Academy shall comply with all applicable Board approved policies unless a specific waiver is obtained. Academy shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by Academy's Governing Board. Academy shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution. Academy shall not enter into any agreement that gives rise to multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of Academy without the prior express written consent of the School District.

g. Waivers. Academy has been granted certain waivers from Board approved policies and/or regulations and, where appropriate, has obtained waivers from certain state laws from the State Board of Education. Those waivers, and the conditions therefor, are set forth in attached Exhibit F which is hereby incorporated into this Contract.

h. Bidding Requirements. Unless purchased from or through the School District, contractual services and purchases of supplies, materials, and equipment shall be procured through a system or competitive bidding, as required by Board policy and state law.

i. Semiannual Review. Academy shall be subject to a semiannual review of its operations and finances by the Board or a designee.

j. Monthly Reports. Academy shall be responsible for submitting to the Board, within thirty days following receipt of financial reports from the School District, a written revenue and expenditure report with comparison to budget, and on a semiannual basis, a report in writing, if requested by the School District, concerning its operations, including without limitation, progress made towards its educational goals and objectives, policy development issues, student attendance and student discipline information, and personnel matters. The School District will provide a report to Academy on a similar basis for those expenditures made on behalf of Academy.

k. Term. The Charter and this Contract are effective as of the date first written above for a renewal period of two school years (1996-97 and 1997-98), and will terminate on June 30, 1998. The Charter may be renewed thereafter by mutual written agreement of the parties. Although this contract is for operation of Academy as a charter school in the District for a period of two years, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriation by the Board of Education and the parties agree that the School District has no obligation to fund the financial obligations under this Contract other than for the current year of the contract term; that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding Academy at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

l. Termination. This Contract may be terminated, and the Charter revoked by the Board, for any of the grounds provided by state law, C.R.S. 22-30.5-110(3) and (4), and/or for any material breach of this Contract, upon thirty days' advance written notice being given to Academy. Should Academy choose to terminate this Contract and revoke its charter before the end of the contract term, it may do so with the Board's approval, at any time, upon thirty days' advance written notice. (In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of Academy shall be returned to the School District.)

m. Dissolution. In the event Academy should cease operations for whatever reason, including the nonrenewal or revocation of the Charter, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of Academy; provided, however, that in doing so, the School District does not assume any liability incurred by Academy beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by Academy during the time of its existence.

n. Conflict of Interest. Members of the Governing Board of Academy shall comply with Board policies and regulations and state law regarding Board member ethics and conflict of interest.

9. Employment Matters: The guidelines set forth in Section (I) of the Application concerning employment matters such as employee relationships, job descriptions, and terms and conditions of employment are accepted by the School District, and shall supersede the requirements of any Board approved policies or regulations, to the extent permitted by law, and subject to the following conditions in addition to all other provisions of this Contract:

a. Hiring of Personnel. All persons who perform services for Academy shall be considered "at-will" employees or volunteers of the School District itself. The School District agrees that Academy may select its personnel directly without prior authorization from the Board, subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. Academy shall inform the School District's Superintendent or designee of all personnel selected in order that their hiring may be approved by the Board. The Governing Board of Academy may terminate the employment of any personnel so long as such employees are not terminated for constitutionally impermissible reasons. The board reserves the right to terminate the employment of any personnel for cause, after consultation with the Governing Board. It is acknowledged, however, that this reservation does not in any manner change the "at-will" nature of the employees' employment.

b. Employee Compensation, Evaluation, and Discipline. The School District agrees to waive all Board approved policies and regulations concerning the compensation, evaluation, promotion, discipline, and termination of the employment of Academy employees subject to compliance with all state rules and regulations, unless specific waivers are obtained by the State Board of Education.

(1) Academy's Governing Board shall be independently responsible for the supervision and evaluation of the teaching staff employed by Academy.

(2) Academy's Governing Board shall be responsible for evaluating the performance of the school's Dean on an annual basis. The written results of such evaluation and the evaluation report shall be submitted to the Board on or before July 1 of each year for its review and recommendations to Academy's Governing Board concerning any deficiencies, areas for growth, improvement, or remediation.

(3) Academy shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures; provided, however, Academy shall not have the authority, by virtue of such policies or procedures or other action of the Governing Board, to change the "at-will" nature of the employment relationship. Academy shall notify appropriate authorities as may be required by state law and the School district of discipline of employees arising from misconduct that brings direct harm to students or others or from violation of law or policy.

c. Payroll. Employees shall be paid through the payroll department of the School District using its procedures for recording employee work hours, overtime, absences, leaves, vacation, and other adjustments, as contained in applicable Board approved policies and regulations.

d. Benefits. Employees shall be entitles to receive the same benefits as other District employees. Unless otherwise agreed in writing, all benefit programs will be handles and administered by the School District for Academy consistent with the procedures utilized by the School District's Business Services Department.

e. PERA Membership. All Academy employees shall be members of the Public Employees' Retirement Association and subject to its requirements. Academy shall be responsible for the cost of the School District's/employer's respective share of any required contributions.

f. Equal Opportunity Employer. Academy affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, ancestry, age, or disability in its recruitment, selection, training, utilization, termination, or other employment-related activities.

g. Employee Welfare and Safety. Academy shall comply with all Board approved policies, and applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, the requirements of federal law for a drug free workplace.

h. Employee Records. Academy shall comply with ali Board approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, 24-72-204 et seq.

i. Employee Conflicts of Interest. All Academy employees shall comply with the Board's policy and regulation, and applicable state law, concerning employee actual and potential conflicts of interest.

j. District Teachers/Administrators. Current teachers and administrators of the School District who are selected for employment by Academy are eligible for a one-year unpaid leave of absence from their employment with the School District, consistent with state law, and may be eligible for two additional one-year unpaid leaves of absence upon mutual agreement of employee and the School District. The status of any teacher or administrator in the School District employed by Academy shall not be affected by such employment; however, the teacher will not be eligible to move on the School District's salary schedule. Upon returning to the employment of the School District, Academy employees in good standing will be guaranteed a position with the District, although not necessarily in the same position as he or she previously held.

10. Insurance and Legal Liabilities: Section (j) of the Application is amended as follows, which amendments shall supersede and control over any conflicting language contained in the application.

a. Insurance. It is agreed that during the initial term of this Contract, the School District will provide insurance coverages which are consistent with coverages available to the risk management activities through the School District's risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense any claims, and complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies. Academy shall neither compromise, settle, negotiate, nor otherwise affect any disposition of potential claims asserted against it without the School District's prior written approval. In consideration of the School District's providing the described insurance coverages, Academy agrees to pay to the School District the amount set based upon an amount for each student enrolled in Academy. Any deductibles applicable to any claim under the insurance coverages provided to Academy hereunder will be absorbed by the School District. The insurance coverages shall include the same coverage as is provided for employees and authorized volunteers of the School District itself.

b. Legal Liabilities. Academy shall operate in compliance with all Board approved policies and regulations and all applicable federal, state and local laws, rules, and regulations, unless specifically waived as indicated in attached Exhibit F or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph (1) below subsequent to the execution of this Contract.

(1) Waiver. Waivers from specific Board approved policies or regulations and/or state law may be requested by Academy by submitting such a request, in writing, to the School District's Assistant Superintendent for Learning Services. The request shall include the reasons why Academy is in need of or desires the waiver. The Assistant Superintendent shall have ten school days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board shall have ten school days to consider the matter prior to rendering a decision at a regular meeting. Waivers of Board approved policies and regulations may be granted only to the extent permitted by state law. In the event the School District policy or regulation from which Academy seeks a waiver is required by state law, or where Academy otherwise requests release from a state regulation, the School District agrees to jointly request such a waiver from the State Board of Education, if the School District's Board first approves the request.

(2) Faith and Credit. Academy agrees that it will not extend the faith and credit of the School District to any third person or entity. Academy acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that Academy's authority to contract is limited by the same provisions in law or Board policy that apply to the School District itself. Academy also is limited in its authority to contract by the amount of funds obtained from the School District, as provided hereunder. Academy's Governing Board is hereby delegated the authority to approve contracts to which Academy is a party, subject to the requirements and limitations of the Colorado Constitution, state law, Board approved policies, and the provisions of this Contract.

(3) Indemnification by Independent Entities/Governmental Immunity. In the event Academy authorizes, with the School District's approval, another person or entity to operate a before and/or after school, pre-school, day care, intersession, extended day kindergarten or other program within Academy facility, such person or entity shall provide separate insurance coverage for general liability and errors and omissions with limits consistent with the School District policies and naming Academy, the School District, and the property owner as additional insureds. Such person or entity will also agree to indemnify and hold Academy, the School District, and the property owner harmless from all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, tort and civil rights claims, or any other losses of any kind whatsoever which arise out of or are in any manner connected with such person's or entity's operations. Nothing contained in this Charter School Contract shall be deemed a relinquishment or waiver by the School District or Academy of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act.

11. Transportation Services. Section (k) of the Application is amended to provide that the parties will periodically review the feasibility of providing transportation as a purchased service by Academy. Any change shall be reflected by a written amendment to this Contract.

12. Miscellaneous Provisions:

a. Entire Agreement. This Contract, with attachments, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto , and all prior representations, understandings, and discussions are merged herein and superseded and cancelled by this Contract.

b. Amendment. This contract may only be modified or amended by further written agreement executed by the parties hereto.

c. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified main, postage prepaid, to the Dean's office, in case of notice being sent to Academy, or the Office of the Assistant Superintendent for Learning Services for notice to the School District.

d. No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

e. Dispute Resolution. In the event any dispute arises between the School District and Academy concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted to the Assistant Superintendent for Learning Services of the School District or his designee for review. Thereafter, representatives of the School District and Academy shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the Board for its consideration. The decision of the Board shall be final; provided, however, Academy may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act.

f. Invalidity. If any provision of this Contract is determined to unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

ACADEMY CHARTER SCHOOL

By:________________________________
President, Governing Board

ATTEST:

____
Secretary

DOUGLAS COUNTY SCHOOL DISTRICT R-1

By:____
President, Board of Education

ATTEST:

____
Secretary

ATTACHMENT B

VISION OF ACADEMY CHARTER SCHOOL

Through cooperation of parents, teachers, and students, Academy Charter School will create a learning environment that fosters growth in character, high academic achievement and the love of learning, resulting in responsible productive citizens.

MISSION STATEMENT OF ACADEMY CHARTER SCHOOL

Academy Charter School provides a challenging academic program, based on the "Core Knowledge" curriculum which promotes academic excellence, character development, and educational enthusiasm for its students.

Cheyenne Mountain Charter Academy
Charter School Contract
Draft Date 5-22-95

CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this 22nd day of May, 1995, is made and entered by and between the BOARD OF EDUCATION OF CHEYENNE MOUNTAIN SCHOOL DISTRICT NO. 12 ("Board", "School District" or "District") and CHEYENNE MOUNTAIN CHARTER ACADEMY, a Colorado Nonprofit Corporation ("Academy").

Background

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. 22-30.5-101, et seq., for certain purposes as enumerated in 22-30.5-102(2) and (3); and

WHEREAS, on November 28, 1994, an Application (attached as Exhibit A) was submitted by the Organizational Board of Directors of Cheyenne Mountain Charter Academy for the formation of the Academy as a charter school to operate within the School District; and

WHEREAS, the Board of the District ("the Board") has determined that the Application, as amended by the terms of this Agreement, complies with the purposes and requirements of the Act and should be approved by the District, subject only to the appeal process set forth in the Act and subject to a determination by the Colorado State Board of Education regarding the waivers requested from the Colorado State Board of Education as set forth in this Agreement.

As required by the Act, it is the desire of both the Academy and the District that the Academy shall remain accountable to the Board and subject to the ultimate authority of the Board, but that the Board should grant the Academy substantial flexibility to achieve successful educational results in new and innovative ways.

WHEREAS on February 8, 1995, the Board adopted the following resolution:

> "I move for approval of the application for a charter school as submitted by the Cheyenne Mountain Charter Academy ("CMCA") subject to the contingency that a formal, mutually acceptable contract be executed between the CMCA and the School District containing as a minimum the following:
>
> > a) A requirement that the establishment and operation of the Charter Academy is at no cost to the School District;

173

> b) A requirement that the CMCA budget shall conform to the budgeting standards of the School District;
>
> c) A requirement that the site of the Charter School be geographically located within the District and that such facility meet all applicable standards and codes of the City Planning Commission, Department of Labor and Regional Building Department;
>
> d) Language setting forth an acceptable agreement between the District and CMCA on waivers of District Policy and State regulations;
>
> e) Language providing acceptable insulation of the District from liability as a consequence of the establishment and operation of the Charter Academy."

WHEREAS ON May 11, 1995, the resolution was modified to read as follows:

> "That the Cheyenne Mountain Charter Academy (CMCA) be able to be located at 1810 S. Wahsatch in Colorado Springs and that it meet the applicable standards and codes of the Department of Labor. The Board makes a finding that in locating the charter school at this location it has determined that it is efficient to do so and that a further requirement of this amendment be the waiver be jointly sought by CMCA and the School Board to the State Board of Education."

WHEREAS, the Act contemplates that the Application, as amended by a contract (hereinafter "Agreement"), between the Academy and the School District, will constitute the agreement between the parties regarding the governance and operation of the Academy; and

WHEREAS, the Academy seeks certain waivers from and clarification of Board policy and/or state law; and

WHEREAS, the School District has the authority to waive only those Board-approved policies and/or regulations to the extent permitted by law; and

WHEREAS, the authority of the State Board of Education to provide waivers from requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments herein described, the District and the Academy mutually agree and accept the following terms and conditions:

Article I
Mission Statement

1. Mission Statement: The mission statement contained in Section A of the Academy's Application is hereby accepted by the School District to the extent it is consistent with the principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. 22-30.5-102(2) and (3). The mission of Cheyenne Mountain Charter Academy is to help guide students in development of their character and academic potential through academically rigorous, content-rich educational programs.

Article II
Nonreligious Nonsectarian Status

2. Nonreligious, Nonsectarian Status. The educational program of the Academy shall be nonreligious, nonsectarian and shall not discriminate against any student on the basis of race, creed, color, gender, national origin, religion, ancestry, disability or need for special education services.

Article III
Goals, Objectives, and Pupil Performance Standards

3. Goals, Objectives, and Pupil Performance Standards: The Academy adopts and agrees to implement the goals, objectives, and pupil performance standards set forth in Section B of the Application which are subject to the conditions set forth in this Article.

3.1 Student Attendance Conduct and Discipline.
The Academy agrees that it shall establish its own school year calendar and develop its own discipline and dress code policies. The Academy's procedures shall provide that appeal in student discipline cases shall be to the Board of Directors of the Academy, rather than to the Board of Education of the School District. However, in the case of an expulsion, the appeal shall be to the Board of Education of the School District.

a.) Attendance of students at the Academy shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

b.) The Academy may adopt its own code of conduct for students and shall be granted a waiver from corresponding School District policies as long as the developed codes, policies and procedures regarding student conduct and student discipline are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student.

3.2 Student Welfare and Safety. The Academy shall comply with all Board-approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

3.3. Academically Low Achieving Students. The Academy shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs, as set forth in Section B(III) of the Application.

Article IV
Evidence of Support

4. Community Support: The Academy has demonstrated that sufficient support for the formation of the Academy exists, as evidenced by the list of families, teachers and community members supporting the school and letters of support filed with the District.

Article V
Statement of Need

5. Statement of Need: The Academy has satisfied the statutory requirement for a statement of need as required by the Act, specifically that there are District parents who wish, among other things, a content-rich, back-to-basics learning environment for their children.

Article VI

Educational Program, Pupil Performance Standards and Curriculum

6.1 Curriculum. The Academy agrees to implement the instructional programs as outlined in its Application, and as amended herein.

a.) The Academy shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner which is consistent with state law, including, without limitation, requirements regarding content standards.

b.) The educational program, pupil performance standards and curriculum designed and implemented by the Academy shall meet or exceed any content standards adopted by the School District and shall be designed to enable each pupil to achieve such standards.

c.) The Academy agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. 22-1-104; honor and use of the United States Flag, C.R.S. 22-1-106; the federal constitution, C.R.S. 22-1-108; and the effect of use of alcohol and controlled substances, C.R.S. 22-1-110.

d.) The Board agrees to waive the requirement of Board Policy IFA-R that curriculum and instructional materials be approved by the School Board prior to implementation, provided that such curriculum and materials meet or exceed content standards adopted by the School District.

e.) The Academy shall establish a process for resolving public complaints, including complaints regarding curriculum, which will provide an opportunity to be heard. The final administrative appeal shall be heard by the Board of Directors of Cheyenne Mountain Charter Academy, rather than the Board of Education of the School District.

f.) The Academy shall notify the District of any curriculum change which deviates from the concept of material that is incremental, coherent, sequential and content-rich. During the first year of operation, the Academy will use the materials outlined in the Application.

6.2 Records.

a.) The Academy agrees to comply with all record keeping requirements of the Board and/or federal or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the State Board and Colorado Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

b.) The Academy shall comply with all Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Colorado Open Records Law, C.R.S. 24-72-204, et. seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g.

6.3 Open Enrollment. Enrollment shall be open to children who reside within the School District first and then opened up to children who reside outside the School District. Students enrolled in the Academy will be able to re-enroll for the following school year as long as they are in good standing with the Academy. If a student is enrolled in the Academy and a sibling desires to attend the Academy, that child will be given preference to attend the Academy for the following year.

6.4 Admissions. Admission of students to the Academy will be determined by the Admissions Process in Article VIII.

6.5 Education of Students with Disabilities. The Academy agrees to comply with all Board-approved policies and regulations and the requirements of federal and state law concerning the education of children with disabilities.

6.6 Tuition. Tuition shall not be charged to students who attend the Academy, other than for before and after school programs administered by the Academy and an extended full day kindergarten program if interest demands it. The Academy may set fees for programs, books, transportation, and extracurricular activities.

6.7 Participation in Nonacademic Activities of Other Schools: The Academy students may participate in nonacademic activities at other schools in the School District, provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, the Academy student shall be responsible for payment of the fee. Academy students shall not be eligible for enrollment in academic courses at District schools on a part-time basis.

6.8 Education Accountability. The Academy shall be accountable to the School District and subject to all Board approved policies and regulations unless specifically waived. The Academy agrees to participate in the School District accountability process and will be granted representation on the District Accountability Advisory Committee in the same proportions as other District schools. All records established and maintained in accordance with the provisions of this contract, Board policy, and federal and state law shall be open to inspection by the School District.

Article VII
Pupil Performance Evaluation and Procedures for Corrective Action

7.1 Evaluation of Pupil Performance and Procedures for Corrective Action: The Academy shall implement those methods for evaluating pupil performance and procedures for corrective action contained in Section F of the Application, as amended herein, and subject to the conditions below and otherwise set forth in this Contract. This plan for assessment shall measure whether students are meeting or exceeding content standards adopted by the District.

7.2 The Academy shall implement the plan for assessment of student performance as set forth in Section F of the Application, and the Academy agrees to cooperate with the School District and its administrators to coordinate testing with the School District's statistical needs.

Article VIII
Admissions Process

8. Admissions Process. The Academy shall adhere to the procedures set forth in Section L of the Application relating to the Admissions process subject to the conditions set forth below in the admissions policy:

a.) The first preference for enrollment is those students of District 12 whose parents helped form the Academy.

b.) The second preference for enrollment is for students who reside in District 12. Parents must sign a Letter of

Intent by April 30, of each calendar year for the following school year.

c.) The third preference is for students who reside in a another school district and sign a Letter of Intent by June 30, of each calendar year for the following school year. C.R.S.. 22-32-115, 22-36-191, and 22-33-103 allow the students to attend the school without paying tuition as long as the student is attending the Academy before October 1, of the school year.

d.) The fourth preference is for students who reside in or out of the School District and sign a Letter of Intent to attend the Academy after June 30, of each calendar year but before the start of the school year. This preference is based on a first-come, first-serve basis.

e.) If at any time (during the second through fourth step), the enrollment exceeds the capacity of the Academy, as defined in Section 8.1, all subsequent applications for enrollment will be put on a waiting list. When space becomes available the Academy will conduct a lottery to determine which student is allowed to enroll.

The lottery will be governed by the following rules:

1) All students who are on the waiting list will be allowed to enter.

2) If a student is chosen in the lottery and there is a sibling or siblings who want to attend the Academy, those siblings will be given preference so the family can all attend the same school.

3) The lottery will be conducted by July 31 of each calendar year. Each student's lottery draw will determine the number that student has on the waiting list for the following school year.

8.1 Capacity. The parties agree that the student capacity for the 1995-96 school year shall be not less than 85 nor more than 212 FTE unless such student capacity renders the economics of the Academy not viable. Student capacity shall be renegotiated along with budget on an annual basis.

8.2 Expelled Students. The Academy shall develop and adopt a policy concerning the admission of expelled students.

Article IX
Transfer of Students and Displacement Mitigation

9. Transfer of students residing in the District, to or from the Academy to another school in the School District shall be accomplished in accordance with the standards set forth in this Article IX.

9.1 Parents wishing to transfer their student to or from the Academy must do so in writing to the Academy principal and the District Superintendent by April 30, of each calendar for the following school year. Such applications may by denied if there is a lack of space available in the requested school or for other reasons in accordance with State law. The applicant will be informed by the principal of the requested school regarding the status of the request by May 31.

9.2 Parents who fail to meet the April 30 deadline for submitting applications and who wish to transfer because of special or unusual circumstances must submit a letter requesting the transfer to the Superintendent's office and stating the reason for the request. The Superintendent will forward the request to the receiving school principal.

9.3 Requests for transfers after the April 30 deadline will be considered under the following guidelines:

a.) Does the situation suggest a special or unusual circumstance?

b.) Is there space available for the student?

c.) The principal of the school the student desires to transfer to (the "receiving school") will review the situation and circumstances regarding the child's welfare.

d.) The receiving school principal will contact the sending school principal for additional background information. The two principals may agree to:

1. Jointly recommend the transfer without a parent and/or student conference.

2. Require a parent and/or student conference with the receiving school principal who shall have the authority to approve or deny the student's admission:

3. Give permission to transfer depending upon specific conditions such as the student maintaining a satisfactory daily attendance record, abiding by the school rules and regulations, and displaying a positive attitude toward school work; or

4. Jointly deny approval of the request.

e.) In the event that the sending and receiving principal cannot agree, the receiving principal may finally approve or deny the transfer request.

9.4 Displacement Mitigation. In order to allow the District to plan for or mitigate any teacher displacement, the Academy will notify the District by June 30th of the numbers and grades of district students transferring to the Academy for the upcoming year along with the school site from which each student is transferring. After June 30, if the transfer of a District student would cause teacher displacement, the Academy may not admit the student without District permission. However, the District agrees to make all reasonable efforts to mitigate or avoid a teacher displacement and allow the transfer. In the event displacement cannot be avoided, the Academy may, at its option, allow the transfer and pay the District the reasonable costs incurred by the District due to the displacement.

Article X
Funding

10. Subject to the annual renegotiation described in this Article, the District shall fund the Academy and the Academy shall undertake the financial obligations set forth in this Article X and Section G of the Charter Application.

10.1 Subject to the adjustments described in Paragraph 10.4, during the 1995-96 school year, the District shall fund the Academy in the amount of one hundred per cent (100%) of the District per pupil operating revenues ("PPOR"), as defined by C.R.S. Section 22-54-103(9), for each funded pupil enrolled in the Academy. In no event shall the District fund the Academy in an amount greater than the revenue received pursuant to the School Finance Act for all students enrolled in the Academy. The number of funded pupils shall be determined under Paragraph 10.2 of this Agreement. Except as provided herein, any cost to educate Academy students that is not addressed in this Contract shall be borne by the Academy.

10.2 For purposes of funding the Academy, the census of funded pupils shall be conducted as follows:

a.) For pupils who reside outside the District, the census shall be taken once during the school year on October 1st. The Academy shall be entitled to 100% of the PPOR for the entire school year.

b.) For students residing in the District, the census shall be taken once during the school year on October 1st. The funding will follow the pupil on a pro rata basis for in-district transfers.

c.) In the event of an adjustment to PPOR, the adjustment will be passed to the Academy on a prorated basis.

10.3 The District shall extend the Academy a line of credit in the amount of $100,000. This line of credit will be extended to the Academy in two increments under the following terms:

a.) One increment of $50,000 will be available to the Academy upon receipt of a Building Permit from the Department of Labor. This increment is primarily intended to finance the capital expenditures and startup expenses for the Academy and may be amortized over the five year period of this Charter Agreement.

b.) A second increment of $50,000 will be available to the Academy on July 1, 1995. This increment is primarily intended to finance the regular operating expenses of the Academy. This increment will be paid back annually.

c.) The Academy shall pay the District interest on the outstanding credit balance at the cost of money to the District.

d.) The Academy shall receive interest on excess funds in its account balance with the District. The interest shall accrue at the same rate which the District receives from its financial institution and it shall accrue monthly.

e.) The Academy shall grant the District a security interest in all equipment, supplies, and other personal property. The Academy may request and the District will consider in good faith, a subordination agreement for any specific purchase, loan, or lease.

f.) Nothing herein shall constitute an act on behalf of the District to lend or pledge the faith or credit of the District, directly or indirectly, or aid any person, company or corporation, public or private, for any amount or become responsible for any such person for any debt contract or liability, in contravention of Article XI, Section 1 of the Constitution of the state of Colorado. Nothing herein shall constitute the creation of debt in contravention of the provisions of the Taxpayer's Bill of Rights, Article 10, Section 20 of the Constitution of the state of Colorado.

10.4 Subject to the annual renegotiation described in this Article, the Academy shall bear the following costs and expenses from the funding provided by the District:

a.) The amount of twelve thousand dollars ($12,000) for business and administrative services (including, but not limited to routine services provided by the District in the handling of payroll, data processing, business services, preparation of CDE forms 3 and 18, accounts payable, purchasing, and assistance in the areas of finance, budgeting, and insurance administration); and

b.) The per pupil charge assessed to the District for the assessment and collection of taxes and bank charges. For the first year, this amount is approximately $13.70 per FTE. In assessing this cost, the number of pupils shall be determined by the October 1st census for all students.

10.5 This Article X shall be renegotiated annually between the District and the Academy during the term of the Charter Agreement. The negotiations will take place on or before April 1st of each year in order to accommodate the School District's budget development and adoption process.

10.6 The Academy shall receive a share of all federal and state entitlement funds on a per pupil basis. All grant funds generated shall go to the grant applicant.

10.7 Special Education. The Academy shall comply with all District policies and regulations and the requirements of federal and state law concerning the education of children with disabilities.

a.) The Academy shall use the resources of the Pikes Peak BOCES to fulfill the requirements of this section. However, the District and the Academy may, from time to time, agree to utilize other resources as necessary or appropriate to meet the requirement of this section.

b.) The District shall participate in the development and/or modification of any individualized education plan ("IEP") for special education students attending the Academy. The District's Director of Special Education, or designee, shall maintain the same administrative responsibilities in the Academy as in all other District schools. The Academy will use the District administrative process and forms to comply with the requirements of procedural due process.

c.) The parties recognize that the Academy will not have an adequate student population to fund and spread the risk of the extraordinary costs associated with special education needs. Therefore, the District and the Academy shall share in the revenues and cost of any special education students who reside in the District attending the Academy in accordance with the following general principles and as such other terms and conditions as may be negotiated, from time to time, by the parties:

1. The Academy shall be responsible for the costs of the Academy student's IEP that is normally provided by regular education teachers and the regular education program in the District (e.g., classroom teacher, normal classroom supplies, etc.) The District shall be responsible for 100% of the total costs incurred to deliver the education services described in the Academy student's IEP over and above the regular education program described above ("excess IEP costs"). Excess IEP costs include, but are not limited to, all special education related services, costs of providing special education equipment, and materials necessary to the IEP, required transportation for a special education student, detention center, extended school year, legal and other expenses attendant to staffings and due process hearings.

2. In consideration of the District's assumption of all excess IEP costs, the Academy shall pay the District a "Per Indistrict Student Special Education Payment", determined in good faith by the parties. The Per Indistrict Student Special Education Payment shall be determined by dividing the total excess borne by the District and not offset by other federal, state, or other revenues by the total FTE's for the District. The Per Indistrict Student Special Education Payment shall be calculated as follows: the total of District excess IEP costs (as defined in 10.7(c)(1)) less the cost of preschool special education divided by the total FTE's for the District. In calculating the Per Indistrict Student Special Education Payment, the Academy will be given credit for any offsets by other federal, state, or other revenues. The District shall provide the Academy with its good faith estimate of the Per Indistrict Student Special Education Payment in

connection with the Academy's budget preparation. The Academy will pay its proportionate share of the Per Indistrict Student Special Education Payment, based on the number of Indistrict FTE's in attendance at the Academy at that time, on September 30, December 31, March 31, and June 30. At the end of the fiscal year, the District shall calculate the actual Per Indistrict Student Special Education Payment and the parties will retroactively adjust the Academy's actual payments to reflect the difference between the projected computation and the actual Per Indistrict Student Special Education Payment.

3. The Academy and the District shall cooperate in good faith to provide all the services required by an IEP. In making this determination, the parties shall consider interests of the child, the desires of the child's parents, cost efficiencies, and effectiveness of the selected means in delivering the service. In the case of a dispute, parties may resort to the dispute resolution provisions of this Agreement.

10.8 If available, the Academy may purchase supplies and services at direct cost from the District, including without limitation, services for the repair and maintenance of equipment and facilities, food service, transportation services, film/video library use; staff development activities; printing and copying services; and services for the preparation of specifications, solicitation and evaluation of goals and services which are outside the ordinary purchase of supplies and materials through the School District warehouse process.

10.9 Provisions Applicable to Indigent Students. The Academy shall provide free and reduced priced meals to needy students in accordance with applicable federal and state law. Unless expressly waived, the Academy shall comply with other applicable laws, rules, regulations and policies regarding indigent students, including waiver or reduction of fees. The Academy shall survey its student population for eligibility for free and reduced lunches under federal guidelines, and shall cooperate with the District in obtaining such information and providing it to the District.

Article XI
Budget

11.1 Submission of Budgetary Information: The Academy has submitted budgetary information for the first year which is incorporated herein by reference (marked as Exhibit B). The Academy will maintain a balanced budget. In this regard, the parties acknowledge that the Academy is only required to meet its overall budget and is not required to meet the budget projections of any line item, except as may be required by statute or regulation which is not otherwise waived.

11.2 Periodic Review of Financial Status. The Academy shall be subject to a review of its financial status by the Board or a designee as of September 30, December 31, March 31, and June 30 each year. On these dates, the Academy will provide the District a written financial status report. In the event the Board finds that the financial status of the Academy may not achieve a final balanced budget, the Board may request a plan to cure and if not so cured, the Board may terminate in accordance with Article XVII herein. As of June 30th, expenditures and liability shall not exceed revenues.

11.3 The Academy shall comply with provisions of the School District Budget Law, C.R.S. 22-44-101 et. seq., the School Finance Act, C.R.S. 22-53-102 et. seq. and any other laws, rules and regulations concerning financial matters of school districts in Colorado.

11.4 Contingency Reserves. The Academy shall not be required to maintain a separate required 3% contingency reserve. The parties acknowledge that to the extent such reserve is required by law, the District will cover the Academy's obligation within the District's required contingency reserve.

11.5 On or before April 1 of each year, the Academy shall submit to the Board for its approval, the Academy's proposed budget for the upcoming school year. A revised budget in School District format shall be submitted on or before June 1, 1995. A final budget will be submitted by September 1 of each year.

Article XII
Site

12.1 The choice of site for the Academy is the responsibility of the Cheyenne Mountain Charter Academy Board of Directors. In the event the Cheyenne Mountain Charter Academy Board of Directors chooses a site outside the District, the District acknowledges that it has the authority to allow the Academy to be located outside the District pursuant to C.R.S. 22-32-109 (v). The address of the site is 1810 S. Wahsatch Ave, Colorado Springs, CO 80906 which is commonly referred to as the Ivywild Post Office.

12.2 The lease signed by the Academy will be the sole responsibility of the Academy. The Academy will indemnify the School District and hold the District harmless from all liability, claims, and demands of any kind whatsoever which could arise out of or are in any manner connected to the Academy's location or operations.

12.3 The Academy will comply with CRS 22-32-124, which requires that the facility conform with the standards of the Division of Labor. The Academy will not operate a school in any location not approved by the Colorado Department of Labor, and as applicable, the Regional Building Department, the City of Colorado Springs Planning Commission, the El Paso County Health Department and the Colorado Springs Fire Department.

Article XIII
Financial Records and Annual Audit

13. The Academy agrees to establish, maintain and retain appropriate financial records (including budgeting and expenditures) in accordance with all applicable federal, state and local laws, rules and regulations, and to make such records available to the School District, as requested, from time to time. The Academy shall participate in the School District's annual audit. The Academy may use the certified public accountant of its own choice or the District accountant. If the Academy uses the District accountant, the Academy shall bear the incremental cost to the District resulting from its inclusion in the District audit. If the Academy uses its own accountant, the Academy shall bear the incremental cost of audit review by the District accountant.

Article XIV
Legal, Insurance and Contracting Issues

14.1 Legal Organization of Cheyenne Mountain Charter Academy.

a.) The Academy is organized and shall be maintained as a separate legal entity from the District for all purposes of this Agreement. As provided by the Act, the Academy shall constitute a public school in the state of Colorado. Notwithstanding its existence as a separate legal entity, the Academy and the District acknowledge that the educational programs conducted by the Academy are considered to be operated by the Academy as a part of the District to the extent so provided by the Act. The parties further acknowledge that the Academy is a public entity within the meaning of C.R.S. SS 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act.

b.) The Academy shall promptly provide written information to the District regarding the initial composition, and any change in the composition, of its Board of Directors (hereinafter sometimes "Academy Board") and of any other policy making or advisory board reporting to the Board of Directors. The Academy's governing bylaws shall contain provisions which permit the public served by the Academy a reasonable opportunity to remove Board members of the Academy in a manner similar to the removal of the District's Board members by the public.

c.) The Academy shall promptly provide the District with copies of all written Bylaws, policies, procedures and 100 rules in effect from time to time with respect to the Academy. The Bylaws shall not be inconsistent with the terms of the Charter Application and this Agreement.

d.) The parties acknowledge that the Academy currently intends to incorporate itself as a nonprofit corporation in accordance with the Colorado Nonprofit Corporation Act.

14.2 Operation of the Academy. To the extent reasonably possible, the Academy shall be organized and operated in such a manner as to: 1) eliminate any liability to the District for the actions and activities of the Academy and 2) properly disclose to all third parties dealing with the Academy that the District has no legal responsibility for the debts or actions of the Academy. The operations of the Academy, including the meetings of the Board of Directors, shall be subjected to the Colorado Open Meetings Law, C.R.S. Section 24-6-401 et. seq.

14.3 Contracting by the Academy.

a.) The Academy will not extend the faith and credit of the District to any third person or entity. The Academy acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and that the Academy's authority to contract is limited by the same provisions in law that apply to the District itself.

b.) Unless otherwise expressly agreed in writing by the District, each contract or legal relationship entered into by the Academy in connection with the Academy shall include the following provisions:

1. Contractor acknowledges that the Academy is not an agent of Cheyenne Mountain School District #12, and accordingly Contractor expressly releases Cheyenne Mountain School District #12 from any and all liability under this agreement.

2. Any financial obligation of the Academy arising out of this Agreement is subject to annual appropriation by the Academy Board of Directors and the school district to which it is accountable by state law.

3. This Agreement is not intended to create a multiple fiscal year debt or other obligation and the Academy's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, Section 20, Paragraph 4(b) of the Colorado Constitution.

14.4 Legal Powers of the Academy.

a.) The Academy shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Academy consistent with law.

b.) The Board of Directors of the Academy and its properly authorized agents and officers, acting on behalf of the Academy, shall have power and authority to independently exercise, consistent with federal and state law and subject to the other terms and conditions of this Agreement, the powers (including such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement) to: 1) contract for goods and services; 2) prepare a Budget; 3) select personnel and determine their compensation; 4) procure insurance; 5) lease facilities for school purposes; 6) purchase, lease or rent furniture, equipment and supplies; 7) accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Agreement; and 8) generally, take such other actions as may be necessary or desirable to properly and efficiently operate the Academy. In exercising these powers, the Academy shall comply with all applicable Board approved policies unless a specific waiver is obtained.

c.) The Board of Directors is hereby delegated the authority to approve contracts to which the Academy is a party, subject to the requirements and limitations of the

Colorado constitution, state law, Board approved policies and the provisions of this Agreement.

14.5 Insurance.

a.) The Academy shall cooperate in good faith to coordinate risk management activities with the District to the extent that the District has reasonable good faith concerns regarding its own risk and exposure with respect to activities of the Academy. Such cooperation shall include without limitation: 1) the prompt reporting by the Academy to the District of any major pending or threatened claims against the Academy, and 2) the provisions by the Academy to the District of all accident or injury claims reported by students, employees and others, including without limitation any notice of a claim normally covered by a professional liability policy providing coverage for such things as employment issues, sexual and other harassment, discrimination and similar issues.

b.) The Academy shall be responsible for maintaining insurance on and for its premises, employees, and operations in the following minimum amounts: general liability insurance coverage in at least the amount of $1 million general liability for bodily injury (comprehensive form); $1 million general liability for property damage (broad form including C.C.C.; $1 million personal injury extension; workers' compensation insurance; property, boiler and machinery; blanket crime/public school employees' blanket bond; and school leaders' errors and omissions in at least the amount of $1 million per occurrence and $3 million aggregate. The Academy may, at its option, either maintain coverage with a separate insurance carrier or carriers or it may arrange for coverage on the District policy or policies. In the event the Academy chooses coverage under a District policy, the Academy shall pay the District the additional cost of the coverage.

14.6 Conflicts of Interest. Members of the Academy's Board of Directors shall comply with the Colorado Code of Ethics, C.R.S. 24-18-101 et. seq. and District policies and regulations concerning ethics and conflicts of interest.

14.7 Legal Representation and Costs.

a) Except as expressly provided herein, the Academy shall be responsible for its own legal representation and legal costs. The District shall not be obligated to provide any legal representation to, or to pay any legal cost of the Academy except to the extent expressly provided in connection with insurance coverage or other contracted services provided by the District to the Academy.

b.) The Academy agrees to keep the District reasonably informed of any litigation.

14.8 Indemnification. To the extent not covered by insurance or otherwise barred by the Colorado Governmental Immunity Act, the Academy agrees to defend, indemnify and hold the District (and its Board, agents and employees) harmless from all liability, costs (including without limitation reasonable attorneys' fees and court costs) damages, or losses of every kind and character that the District may sustain to third parties arising out of: 1) any claim or demand on account of injury, loss or damage, including, injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with the Academy's operation, or 2) any breach of this Agreement by the Academy. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the Colorado Governmental Immunity Act, nor shall it be deemed to impair or alter the obligation under any policy of insurance covering both the Academy and the District.

Article XV

Release from State Mandates and District Policies

15.1 No Release Not Otherwise Stated. Except as expressly set forth herein or as may be subsequently set forth in a written agreement between the Academy and the District, the Academy shall comply with all applicable federal, state, local or District laws, rules, regulations and policies that may exist from time to time.

15.2 Waivers. The Academy has been granted certain waivers from Board approved policies and/or regulations. In addition, the Academy has proposed requests for waivers from certain state laws from the State Board of Education and the Board has jointly agreed to request waivers of certain such laws. The waivers from Board policies, and waivers from state law to be requested jointly, are set forth in Exhibit C, which is hereby incorporated into this Contract. In the event the waivers necessary for operation of a site outside the District are not granted, this contract may be terminated by the District.

15.3 Release From District Policies. In addition to the other waivers of District policies expressly provided for herein, the District hereby agrees to waive the policies set forth in the Charter Application subject to all other terms and conditions of this Agreement. Additional waivers of District policies may be requested as provided herein. The District shall exercise good faith when adopting future District policies, procedures, rules and regulations and shall give the Academy notice of any such policy, procedure, rule or regulation that may materially conflict with the Academy educational program.

15.4 Process For Future Waivers. From time to time, the Academy may determine that other waivers are desirable to enable the Academy to efficiently and effectively achieve its mission. Additional waivers from specific Board approved policies or regulations and/or state laws or regulations may be requested by the Academy by submitting such a request, in writing, to the District's Superintendent. The request shall include the reasons why the Academy is in need of or desires the waiver. The Superintendent shall have ten (10) school days to review the request and, thereafter, will present the matter before the Board at its next regular meeting. The Board shall consider the matter in accordance with its regular procedures for taking action. Waivers of Board approved policies and regulations may be granted only to the extent permitted by state law. In the event the District policy or regulation from which the Academy seeks a waiver is required by state law, or where the Academy otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board of Education, if the District's Board first approves the request.

Article XVI
Employment Matters

16.1 Hiring of Personnel.

a.) All persons employed to work at the Academy shall be employees of the District and designated as special employees (hereinafter "special employees"). Contractors or volunteers for the Academy shall be considered contractors or volunteers of the Academy and shall not be considered contractors or volunteers of the District.

b.) Contingent upon receiving the necessary waivers, the District agrees that the Academy may select the special employees to work at the Academy without special authorization from the District. However, notwithstanding the above, all hiring shall be subject to compliance with all federal and state rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained jointly by the Academy and the District, from the State Board of Education or other proper authority.

16.2 Employee Compensation, Evaluation and Discipline.

a.) The District agrees to waive all Board approved policies and regulations concerning the compensation, evaluation, promotion, discipline, and termination of the employment of special employees subject to compliance with all applicable laws, rules, and regulations.

b.) Except as otherwise expressly provided herein, the Academy's Board of Directors shall be fully responsible for the hiring, supervision, evaluation, and termination of all special employees.

1. Unless otherwise expressly agreed by the District or as provided in this Agreement or under applicable law, the Academy shall not be entitled to access to personnel files of other District employees. Similarly, except as may be otherwise agreed or required by law, the District shall not be entitled to access to personnel files of special employees, whether or not on leave of absence from the District.

2. At least annually, the Academy shall make a written evaluation of each special employee that is on a leave of absence from the District and shall promptly forward a copy of such evaluation to the District.

c.) Payroll. The Academy shall be responsible for certifying all payroll information to the District in compliance with timelines that allow for the sequential processing of all employees' data and the preparation of payroll checks consistent with District requirements. The Academy may develop policies for special employee work hours, overtime, absences, leaves, vacation and other adjustments, as supplemented, waived, modified by written agreement between the parties.

d.) Benefits. The Academy may purchase on behalf of special employees coverage under health, dental and vision insurance coverage available to other School District employees, at cost. The Academy may also contract for these services directly with providers of its choice.

e.) PERA Membership. All the special employees shall be members of the Public Employee's Retirement Association and subject to its requirements. The Academy shall be responsible for the cost of the School District's/employer's respective share of any required contributions.

f.) Equal Opportunity Employer. The Academy affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

g.) Employee Welfare and Safety. The Academy shall comply with all Board approved policies, and applicable federal and state laws, concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug free workplace.

h.) Special Employee Records. The Academy shall be responsible for establishing and maintaining personnel records for its special employees in compliance with all Board approved policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, S 24-72-204 et seq. The Academy shall provide to the School District the special employee identification data necessary for the payroll process and state reporting.

i.) Employee Conflicts of Interest. All special employees shall comply with the Board's policies and regulations, and applicable state law, concerning staff conduct and staff conflicts of interest.

j.) School District Teachers. Current teachers of the School District who are selected for employment as special employees by the Academy are eligible for a one-year leave of absence from their regular employment with the School District, consistent with state law, and may be eligible for additional one-year leaves of absence upon mutual agreement of the teacher and the School District. Such leaves shall commence on the day following the last day of service as regular employees to the School District required under the teacher's current contract and shall end on the first day of the teacher's provision of services upon the teacher's return to the School District as a regular employee. Leave for teachers will not be approved to commence prior to the completion of services by the teacher under the teacher's current contract with the School District. A request for return as a regular employee during the term of the leave may be granted by the School District at its sole discretion. The status of any teacher in the School District employed as a special employee and on an approved leave as a regular employee shall not be affected by such employment, however, the teacher will not be eligible to move vertically on the

School District's salary schedule. An Academy teacher may return to the District as a regular employee under the then existing District policies for teachers returning after a leave of absence. A probationary teacher shall not acquire nonprobationary status in the School District or accrue credit toward nonprobationary status with the School District based on employment as a special employee while on approved leave. The period of time during which a teacher is on approved leave for special employment for the Academy shall not be credited as continuous service. Upon returning to the regular employment of the School District, the Academy teachers in good standing will be guaranteed a position with the School District, although not necessarily in the same position as he or she previously held. A probationary teacher whose contract with the School District is not renewed prior to the commencement of services to the Academy will not be provided a position in the School District upon completion of employment as a special employee.

Article XVII
Term and Termination

17.1 Term. This Agreement is effective as of the date first written above and shall continue for a term of five school years until June 30, 2000, unless earlier terminated or extended as provided herein. The term of the Academy may be renewed for an additional period by mutual written agreement of the parties. Beginning June 30, 1999 the Academy will provide the Board with best information available concerning continuation of the Academy. Thereafter, the parties will consult in good faith concerning the renewal or extension of the Charter.

17.2 Termination.

a.) This Agreement may be terminated by the Academy prior to the end of its term only with the approval of the District.

b.) This Agreement may be terminated, and the Charter revoked, by the Board, at any time for any of the following reasons:

1. If any grounds exist for termination of the Academy as may be now or subsequently provided in C.R.S. SS 22-30-5.110(3) and (4) or other applicable law; or

2. If the Academy otherwise materially breaches any of the terms and conditions of this Agreement, and

such material breach has not been cured subject to Article 17.2(c) below.

c.) Notwithstanding Article 17.2(b)(2) above, in connection with any material breach of this Agreement committed by the Academy, the District shall give the Academy written notice of the breach and of the requirements for correction of the breach, and shall give the Academy 30 days to remedy the breach or reach agreement with the District on a plan of cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate the Agreement in accordance with Article 17.2(b) above. The provisions of this Article 17.2(c) shall only apply to a termination under Section 17.2(b)(2), and shall not apply to any other termination of this Agreement.

17.3 Termination and Dissolution.

a.) If the Academy is terminated for any reason, all unexpended funds, supplies, textbooks, media resources, equipment, and any other assets used in connection with the Academy shall be promptly transferred to the District.

b.) If the Academy should cease operations for whatever reason, including the nonrenewal or revocation of the Charter, the District may at its option elect to, but shall not be required to, supervise or conduct directly the winding up of the business and affairs of the Academy; provided, however, that in doing so, the District does not assume any liability incurred by the Academy beyond the funds allocated to it by the District under this Agreement. The District's authority in connection with the winding up of the Academy shall include without limitation the power to direct payment of the expenses and liabilities of the Academy out of the remaining assets of the Academy, the power to sell, transfer, or otherwise dispose of the assets of the Academy, and to apply any proceeds therefrom to the expenses and liabilities of the Academy, and the power to return any remaining assets of the Academy to the District.

c.) Upon termination and dissolution, all records of the Academy shall become the property of the District.

Article XVIII
Miscellaneous Provisions

18.1 Bidding Requirements. Unless purchased from or through the District, contractual services and purchases of supplies, materials and equipment shall be procured through a system of competitive bidding, as required by Board policy and state law.

18.2 Transportation. The School District and the Academy acknowledge and agree that transportation will not be provided to students attending the Academy. The Academy encourages parents of the Academy's students to carpool.

18.3 Interpretation of Agreement. This Agreement shall be interpreted consistent with the provisions of the Colorado Constitution and the Charter Schools Act.

18.4 Dispute Resolution. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between the District and the Academy concerning this Agreement or any aspect of the Academy's operation, such dispute shall first be submitted in writing to the other party (i.e., either the District or the Academy Board) with a description and documentation of the particular dispute. Thereafter, representatives of the District and the Academy shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event the parties' representatives are unable to resolve the dispute informally within 30 days after written notice, either party may elect to submit the matter to an arbitrator. In selecting an arbitrator, each party shall designate a representative not currently serving on its Board. The two representatives shall meet and agree upon an arbitrator. The decision of the arbitrator shall be final; provided, however, either party may appeal to the State Board of Education concerning those matters within its jurisdiction under the Act. In the event the parties' representatives cannot agree upon an arbitrator, the parties may resort to the use of the services of the American Arbitrator Association in the selection of an arbitrator and the conduct of the arbitrator. Any decision of the arbitrator shall be formally reported to the State Board of Education as guidance in its decision on appeal. Each party shall bear its own attorney's fees, but the costs of arbitration shall be borne equally by the parties.

18.5 Relationship of the Parties. The District and the Academy are independent contractors with respect to each other, and neither has the authority or right to incur obligations of any kind in the name of or for the account of the other, nor to commit or bind the other to any contract. Nothing in this Agreement shall be deemed to create a partnership, joint venture or other joint relationship between the District and the Academy.

18.6 Role of Charter School Applicant, Academy and Academy Board. Except as the context may otherwise require, every reference herein to a commitment by the Applicants, the Academy or the Academy Board shall include a commitment of each of them. The Charter Applicants hereby represent and warrant to the District that the Applicants' execution of this contract shall constitute a valid and binding obligation of the Academy and its Board, and the Applicants shall expressly cause the Academy Board to acknowledge and assume this Agreement on behalf of the Academy. Upon incorporation by the Academy, the contract shall be assigned to and obligations assumed by such corporation.

18.7 Ownership. All assets acquired by the Academy shall be held in the name of the nonprofit corporation.

18.8 Entire Agreement. This Agreement, including the Charter Application and all attachments thereto, contains the entire agreement among the parties relating to the matters addressed in this Agreement, and all prior representations, understandings and agreements are merged herein and superseded by this Agreement.

18.9 Incorporation of Charter Application. The Cheyenne Mountain Charter Academy Application is submitted to the District is expressly incorporated in this Agreement by reference. It is the intent of the parties that this Agreement and the Charter Application be construed consistently with each other. In the event of any inconsistency between this Agreement and the Charter Application, the terms of this Agreement shall take precedence.

18.10 Severability. If any provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by either party in accordance with the terms contained herein.

18.11 Assignment. Neither party to this Agreement shall be permitted to assign its interest in this Agreement without the express written consent of the other party.

18.12 Amendment. Except as expressly otherwise provided herein, this Agreement may be amended only pursuant to the written agreement of both parties. No oral agreement constituting an amendment to this Agreement shall be effective until reduced to writing. The parties acknowledge that because of the magnitude and nature of creating the Academy there are likely to be many issues that arise that are not addressed by this Agreement. Accordingly, notwithstanding the foregoing, if either party shall identify in good faith a contract issue which should be addressed by the parties in order for the Academy to operate in a manner which is financially and educationally sound for, and in the best interest of the general welfare of students and employees in, both the Academy and the District, such party may give written notice to the other party describing the issue in detail and describing one or more proposed resolutions of the issue. The parties shall then negotiate in good faith regarding the issue, and if they are unable to reach agreement, the issue shall be resolved in accordance with the dispute resolution mechanism of this Agreement. Amendments to this Agreement, whether agreed or made pursuant to the dispute resolution process, shall be reduced to writing and signed by both parties. Each party agrees that amendments to this Agreement may be signed by the Presidents of each Board, or his or her designee (collectively the "Authorized Representatives"), on behalf of the party, without the necessity of obtaining other evidence of authority to enter-into the amendment. For this purpose, the Authorized Representative of each party shall include only those persons included in a written notice of authorized signatories delivered to the other party from time to time. The District and the Academy Board hereby authorize their respective designees to enter into amendments to this Agreement. However, the foregoing shall not preclude the designee of either of the parties, either voluntarily or by board requirement, from seeking advance approval of its board for consensual permanent amendments to the Agreement or from signing a consensual amendment subject to approval of its board. In order to facilitate the ongoing administration of this Agreement, each party hereby authorizes the Authorized Representatives to enter into temporary Memoranda of Understanding which shall have the force of an amendment to this Agreement for a period which specified in the Memoranda of Understanding and shall give the parties time to formalize a more complete amendment.

18.13 General Limitations on District Obligations.

a.) Any financial commitment of the District arising out of this Agreement is subject to annual appropriation by the Board.

b.) This Agreement is not intended to create a multiple fiscal year debt or other obligation and the District's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of multiple fiscal year debt or other obligation under the terms of Article X, Section 20, Paragraph 4(b) of the Colorado Constitution.

18.14 Right of Setoff. The District may deduct and setoff against any payment due from the District to the Academy hereunder any amount due from the Academy to the District under this Agreement, any other agreement or otherwise.

18.15 No Third Party Beneficiary Rights. No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of any right of, the

District in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

18.16 Notices. All notices required or permitted by this Agreement shall be in writing and shall be either hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or the fifth day after mailing. Each party shall designate from time to time a contact person or persons for the party with respect to this Agreement. Initially, the contact person for each party shall be as follows:

District:	Superintendent; copy to Board President
Cheyenne Mountain Charter Academy:	Principal; copy to Board President

In WITNESS WHEREOF, the Cheyenne Mountain Charter Academy, a Colorado Nonprofit Corporation has executed this Agreement to be effective as of the date first set forth above. This Agreement shall become effective only upon execution by the District after proper approval by the Board.

CHEYENNE MOUNTAIN CHARTER
ACADEMY, a Colorado Nonprofit
Corporation

Dated: ______________________ By______________________________

President

By______________________________

Secretary

This Agreement has been accepted on the date set forth below to be effective for all purposes as of the first date set forth above.

CHEYENNE MOUNTAIN SCHOOL
DISTRICT 12

Dated: ______________________ By______________________________

President

By______________________________

Secretary

Employment Policies, Contracts, and Applications

Included is one model of an employment policy. This policy is done well and can be used as a pattern by charter school founders to generate questions and assure that all the important issues are addressed. Of particular concern is how grievances and dismissals are going to be handled. Those need to be specified so that everyone understands from the start what the procedures and expectations are. Since charter school employees are "at will" employees, they need to understand how that relates to continued employment or dismissal.

Also included are several employment contracts and an application packet. The Littleton Academy application is comprehensive, requires essay writing—a good idea to find out how well the candidate communicates in writing since that is part of the job—with different questions depending upon the job applied for. Again, use these examples as patterns, modifying them to fit the needs of the school. The goal in hiring is to find the best possible person for each job.

Employment Policies (MODEL)

Welcome to South Jeffco Montessori School. These policies are designed to ensure your successful employment. If you have questions please ask for help and clarification.

Anniversary Date

The first day you report to work is your 'official' anniversary date. Your anniversary date is used to compute various conditions and benefits described in this manual.

At-Will Employment

All employment and compensation with SJMS is 'at-will.' This means that your employment can be terminated with or without cause, with or without notice, at any time, at the option of either SJMS or yourself, except as otherwise provided by law.

Conflict Resolution/Grievances

Our goal is to maintain a comfortable working environment for everybody. We do this in several ways:

- By treating each of you as an individual and encouraging your maximum development;
- By recognizing that each of you is essential to the success and growth of SJMS;
- By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with our management team.

We believe that this type of communication, without interference from any outside party, is best for all concerned. Therefore, when you wish to express your problems, opinions, or suggestions, you will always find an open door and an attentive ear. Whenever you have a problem or complaint, we expect you to speak up and communicate directly with us. An efficient, successful operation and satisfied employees go hand in hand. If you ever have a problem, or if there is something bothering you, we encourage you to talk it over with the Administrator. Remember – it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused; resentment and anger builds up. It is always best to get things off your chest before they get out of hand. If conflicts cannot be resolved by meeting with the administrator then the grievance should be filed with the Executive Committee for final review and resolution.

Confidential Information

Our families entrust SJMS with important information relating to their children. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, SJMS earns the respect and further trust of our families. Your employment with SJMS assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality seriously injures SJMS's reputation and effectiveness. Therefore, please do not discuss SJMS business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. Because of its seriousness, disclosure of confidential information could lead to dismissal.

Crisis Suspension

If you commit any of the actions listed below, *or any* other action not specified but similarly serious, *you* will be suspended without pay pending the investigation of the situation. Following the investigation you may be terminated without any previous disciplinary action having been taken.

- Drinking, possession or/ use of illegal substance while children or parents are present and or on school premises.
- Use of corporal punishment and or abuse of any kind to children in your care.
- Theft of school property, and or property of staff, children or parents.
- Conviction of a crime resulting in imprisonment.
- Failure to provide the required employment forms for your personnel file in the specified time.
- Any staff member who is charged with child abuse or molestation or neglect.

Customer Relations

The success of SJMS depends upon the quality of the relationships between SJMS, our employees, our families, and the general public. Our families' impression of SJMS and their interest and willingness to place their children in our care is greatly formed by the people who serve them. In a sense, regardless of your position, you are SJMS's ambassador. The more goodwill you promote, the more our families will respect and appreciate you and South Jeffco Montessori School. Here are several things you can do to help give families a good impression of SJMS:

1. Act competently and deal with families in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on all questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and SJMS's continued success. Thank you for adding your support.

Discipline

The Discipline Policy applies to all employees who have completed the 'introductory period.' Under normal circumstances, the Administrator is expected to follow the three-step procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when the *Administrator may decide* to repeat a disciplinary step.

To insure that SJMS business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations.

When a problem in these areas does arise, the Administrator will coach and counsel you in mutually developing an effective solution. If, however, you fail to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures occur.

Step One: Oral Reminder
The Administrator will meet with you to discuss the problem, making sure that you understand the nature of the violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also remind you that it is your responsibility to meet that expectation.

You will be informed that the Oral Reminder is the first step of the discipline procedure. The Administrator will fully document the Oral Reminder, which will remain in effect for 30 days. Documentation of the incident will remain in the Administrator's file and will not be placed in your permanent record, unless another disciplinary transaction occurs.

Step Two: Written Reminder
If your performance does not improve within the 30 day period, or if the you are again in violation of SJMS practices, rules or standards of conduct, the Administrator will discuss the problem with you, emphasizing the seriousness of the problem and the need for you to immediately remedy the problem. Following the conversation, the Administrator will write a memo to you summarizing the discussion. The original memo will go to you and a copy will be routed to the Administrative Coordinator to be placed in your file. The Written Reminder will remain in effect for 30 days.

Step Three: Decision-Making ***Leave***
If your performance does not improve within the 30 day period following a Written Reminder, or if you are again in violation of SJMS practices, rules or standards of conduct, you will be placed on Decision Making Leave. The Decision Making Leave is the final step of SJMS's disciplinary system.

Decision Making Leave is an unpaid, one-day disciplinary suspension. Employees on Decision Making Leave will spend the following day away from work deciding whether to correct the immediate problem and conform to all of the schools practices, *rules* and standards of conduct, or to quit and terminate their employment with SJMS.

If your decision following the Decision Making Leave is to return to work and abide by SJMS practices, rules and standards of conduct, the Administrator will write a letter to you explaining your commitment and the consequences of failing to meet this commitment. You will be required to sign the letter to acknowledge receipt. A copy of the letter will be placed in your personnel file.

You will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another discipline problem occurs within the next 30 days, you will be terminated, If you are unwilling to make such a commitment, you may be terminated.

Dismissal

Employment and compensation with SJMS is "at-will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either SJMS or yourself, except as otherwise provided by law.

Equal Employment Opportunity

SJMS will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of SJMS to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). SJMS will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. SJMS also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that SJMS's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to discharge.

Exit Interviews / Job Separation Form

In instances where an employee voluntarily leaves our employ, SJMS management would like to discuss your reasons for leaving and any other impressions that you may have about our school. If you decide to leave, you *will* be asked to grant us the privilege of an *exit interview. During the* exit interview, you can express yourself freely. It is hoped that this exit interview will help us part friends, as well as provide insight into possible improvements we can make. All information will be kept strictly confidential and will *in* no way affect any reference information that SJMS management will provide another employer about you.

Following the exit interview, you will be given a job separation form and asked to complete it. The information provided will allow us to close out your personnel file and be sure that we have a correct mailing address for your W-2 forms at the end of the year.

Harassment Policy

SJMS intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated.

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

All SJMS employees have a responsibility for keeping our work environment free of harassment. Any incidents of harassment must be immediately reported to the Administrator or other Administrative personnel. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe or possible discharge. SJMS will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

SJMS accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. SJMS will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Hiring

Applicants are carefully selected through written application, personal interview and reference checks. Applicants may be interviewed by a panel consisting of: Executive Committee members, staff members and others. This careful selection process helps SJMS to find and employ people who are concerned with their own personal success and the success of SJMS; people who want to do a job well and who can carry on their work with skill and ability; and people who are comfortable with SJMS and who can work well with our team.

Introductory Period

Your first ninety (90) days of employment at SJMS are considered an Introductory Period and during that period you will not accrue benefits described in this Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your Administrator, and the tasks involved in your job position, as well as becoming familiar with SJMS. The Administrator will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a try-out time for both you, as an employee, and SJMS, as an employer. During this Introductory Period, SJMS will evaluate your suitability for employment, and you can evaluate SJMS as well. At any time during this first ninety (90) days, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you.

At the end of the Introductory Period, the Administrator will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

Job Descriptions

The following overview of the key responsibilities for each employment position at SJMS will give you a brief description of the various positions. A complete job description for each position may be found on page 20. Please be sure to read the descriptions and become familiar with each person's job responsibilities in relation to your own.

Administrator

To coordinate the educational activities using the Montessori philosophy while overseeing the day to day operation within the financial and physical resources provided by the school in accordance with the vision and mission of South Jeffco Montessori School in the following areas: Executive Committee, Administration, Financial, Marketing, and Public Relations.

Administrative Coordinator

To provide general administrative assistance to the Administrator and to consult, review and revise business operations as needed for the proper operation of the school in the following areas: administrative, financial, and clerical.

Teacher

To provide a warm, nurturing, safe and loving environment where self concepts are enhanced, independence encouraged and individuality respected. To meet the emotional, physical, intellectual and social needs of both the individual and the group in the following areas: classroom environment, management, and professionalism. To assist in the training of interns in the Montessori method and philosophy.

Intern

To assist the teacher in providing a warm, nurturing, safe and loving environment where self concepts are enhanced, independence encouraged and individuality respected. To meet the emotional, physical, intellectual and social needs of both the individual and the group in the following areas: classroom environment, management, and professionalism. To learn how to be a Montessori teacher through observation and working with the Teacher.

Assistant Teacher

To assist the teacher in providing a warm, nurturing, safe and loving environment where self concepts are enhanced, independence encouraged, and individuality respected. To meet the emotional, physical, intellectual and social needs of both the individual and the group in the following areas: classroom environment, management, and professionalism.

Aide

To assist the teacher and assistant in providing a warm, nurturing, safe and loving environment where self concepts are enhanced, independence encouraged and individuality respected. To meet the emotional, physical, intellectual and social needs of both the individual and the group in the following areas: classroom environment, management, and professionalism.

Outside Employment

What you do on your free time is your own business. However, if you are employed by SJMS in a full-time position, SJMS will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at SJMS.

Teachers

Teachers will meet with the Administrator during the Fall to discuss goals. Each teacher is observed periodically during the year. This observation is followed up with written reports or oral feedback. During the spring, each teacher meets with the Administrator for a year end review. This includes a self assessment and a written evaluation, review of goals, and recommendations on performance by the Administrator. Copies are given to the employee and the original is retained in the employee's personnel file.

Interns / Assistants / Aides

Interns, assistants and aides are supervised and assessed by the teacher with whom they work. They meet with the teacher in the Fall to discuss goals. The teacher meets periodically during the year with the intern, assistant or aide to give oral feedback, recommendations and training. During the spring, each intern, assistant or aide meets with the Administrator for a year end review. This includes a self assessment and a written evaluation, review of goals, and recommendations on performance by the Administrator. Copies are given to the employee and the original is retained in the employee's personnel file.

Administrative Staff

In the Fall members of the Administrative staff meet with the Administrator to discuss goals. The Administrator meets periodically during the year with the administrative, business and resource coordinators to give oral feedback, recommendations and training. During the spring, each member of the administrative staff meets with the Administrator for a year end review. This includes a self assessment and a written evaluation, review of goals, and recommendations on performance by the Administrator. Copies are given to the employee and the original is retained in the employee's personnel file.

Promotion Policy

Whenever a position becomes available, every effort will be made to fill it by promoting a qualified employee. Jobs will be awarded based on individual ability and past job performance, as well as length of service if two people have similar qualifications. By utilizing all opportunities for education and performing your job excellently, you may become qualified to fill a position of greater skill, responsibility and value at SJMS. SJMS will always continue to look outside the company for potential employees as well.

Reduction in Force

Layoffs may result from budget reduction or course reductions, program changes, program or course eliminations, decreased student enrollment, financial emergencies, reorganization or other factors as the Executive Committee determines.

1. The school retains the right to reduce its work force either permanently or temporarily as a last resort when other alternatives fail.
2. The school will reduce its work force by retaining the most qualified staff with the best Performance reviews for the available work as determined by the Executive Committee. Previous disciplinary action may also be taken into account. Senority will break the tie if two employees are determined to be otherwise equal.

References

SJMS does not respond to oral requests for references. All requests must be in writing and on company letterhead. In the event you leave the employ of SJMS, we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a 'reference release' waiver, allowing us to release reference information beyond merely confirming that you worked at SJMS for a specific period of time and your position.

All requests for employee references must be forwarded to the Administrator.

Re-Hiring

In January of each year, employees submit a letter of intent to return for the upcoming year to the Administrator. Letters of Employment are offered in the spring. Administrative, teaching, and support staff may be hired for a 9 month period. *Current employment does not insure employment* *for the next year.*

Resignation

While we hope both you and SJMS will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with us. If you anticipate having to resign your position with SJMS, you are expected to notify the Administrator at least two (2) weeks in advance of the date that you must leave.

Seniority

Many of your benefits, like vacations, are determined by seniority. Also, seniority is one of the factors recognized when making promotions. You must complete an Introductory Period when you are hired. During this period, you carry no seniority rights. If you are retained after the Introductory Period, you will be credited with seniority. Your seniority will reflect your length of employment beginning on the date on which you began work (anniversary date).

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at SJMS, we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to SJMS and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Employee Code of Ethics

- I will use proper channels and chains of command.
- I will discuss confidential information only with authorized persons.
- I will adhere to the terms of the Staff Manual.
- I will refrain from gossip, derogatory remarks, criticism, "Grapevine" communication and judgement of fellow teachers, students, parents and the Administration and Executive Committee.
- I will be of the highest moral character.
- I will respect the positions of the other persons on staff with the school.
- I will be aware of my personal appearance and will be neatly and appropriately dressed.
- I will refrain from discussing the deficiencies of students in a way that would be embarassing to the child, the parent, or the school.
- I will practice patience, courage, perserverance and calmness.
- I will do unto others as I would have done unto me.

______________________	__________
Employee Signature	Date

Lincoln Academy
Employment Contract

THIS AGREEMENT ("Agreement") is made and entered into this ______ day of ______, 1996 by and between Lincoln Academy (LA) and ____________________________ ("Teacher").

I. GENERAL

The Principal of Lincoln Academy ("Principal") discussed the philosophy and curriculum focus of Lincoln Academy and the Teacher expressed his/her belief that he/she could embrace the philosophy and curriculum of Lincoln Academy without reservation.

II. AREAS OF RESPONSIBILITY

It is presumed by Teacher and the Principal that Teacher will teach at the grade level and in the subjects contemplated by the parties at the time of execution hereof. Notwithstanding the contemplation of the parties in this regard, during the term hereof Teacher agrees to teach any grade level, subject matter and combination of classes as may be required by the Principal in his sole and absolute discretion. Teacher understands that he/she might never teach in the areas originally contemplated. Teacher agrees that any changes in teaching assignments required by the Principal will not be a change to less favorable working conditions.

III. DUTIES AND RESPONSIBILITIES

Teacher shall well and faithfully serve LA in the position of teacher and shall devote his/her time, attention and energies to that position, including, but not limited to, the following:

> Teachers shall work the 190 days indicated on the LA school calendar, or such other number of days set forth on that calendar, as it may be amended from time to time. Such work days include, without limitation, face-to-face days with students, parent-teacher conferences, and teacher in-service days.
>
> Teachers shall attend assigned Parent /Teacher Organization ("PTO") meetings, faculty meetings and training sessions. Teachers are required to attend at least one-half of the scheduled PTO meetings in a school year., Absence from any of noted functions will require approval, in advance, by the Principal, whenever practicable.
>
> Teacher shall be thoroughly prepared for his/her teaching responsibilities, meetings and all other LA functions as set forth herein or as otherwise required.
>
> Teacher shall abide by and be subject to the guidelines and principle stated in the LA staff handbook.

IV. EFFECTIVE DATES

This Agreement is effective beginning ________________ and shall continue in full force and effect until ______________ ("Effective Period").

Notwithstanding the Effective Period of this Agreement, Teacher may be terminated by the Principal, in his sole and absolute discretion with or without cause. Teacher specifically acknowledges that he/she is an at-will employee and that there have been no promises of continued employment, from LA or any of its agents or representatives.

V. COMPENSATION

Teacher shall receive a base salary of $ ________________ per annum, payable in twelve monthly installments, subject however to termination before the end of the Effective Period in which event Teacher shall be paid only through his/her last date of work.

The Teacher shall receive such other and additional fringe benefits, if any, as may from time to time be made available by LA.

VI. ADDITIONAL AGREEMENTS

LA and Teacher mutually agree:

a. That deductions authorized by law or policy shall be made by LA from the monthly installments of the salary due the Teacher;

b. That this Agreement shall at all times be conditioned upon and subject to the requirements that at the time the Teacher enters into this Agreement, the Teacher shall hold a valid Colorado Teacher's Certification or letter of authorization issued in the manner prescribed by law, and that during the entire time the Teacher performs services pursuant of this Agreement the Teacher shall hold a valid Colorado Teacher's Certificate or letter of authorization issued in the manner prescribed by law, or is actively pursuing Colorado certification with a certification date which is not later than three years after Teacher is employed by LA; and upon failure of Teacher to meet any of these requirements, this Agreement, without further action by either LA or Teacher is automatically terminated;

c. That notwithstanding any specification or reference herein, this Agreement is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules and regulations of LA as are in effect at any time during the term of this Agreement.

d. That this Agreement and LA's obligations are conditioned upon the approval by LA of all background checks of the Teacher.

e. That this Agreement and LA's obligations are conditioned upon LA actually being and remaining in operation for the term of the agreement.

f. Except for teachers who are on leave from Jefferson County School District R-1, no employee of Lincoln Academy has employment or other rights with the school district.

VII. COMPLETE AGREEMENT

This Agreement contains the complete agreement between the parties concerning Teacher's employment at LA, hereunder, and supersedes all other agreements (whether oral or written) between the parties with respect to the subject matter hereof. Teacher acknowledges and represents that he/she has not relied upon any representation with respect to the subject matter of this Agreement except as set forth herein and that he/she has relied upon his/her own judgment in entering into this Agreement.

Teacher acknowledges and represents that he/she has not been induced to enter into this Agreement as a result of any representations by LA, its agents or representatives, regarding the availability of additional employment opportunities at LA.

VII. REPRESENTATIONS

LA and the Principal have relied upon Teacher's representations made in the Teacher's employment application and interview(s) with regard to the Teacher's education and work experience, in offering Teacher employment at LA. Teacher's representations to LA are a material factor in its' entering into this Agreement.

TEACHER

Date: ______________________ ____

(Name)

____

(Address)

____

____

(Social Security Number)

LINCOLN ACADEMY

Date: ______________________ ____

President, Lincoln Academy

Date: ______________________ ____

Lincoln Academy Principal

EMPLOYEE STATEMENT OF ACKNOWLEDGMENT

This is to acknowledge that I have received a copy of The Classical Academy personnel policies and procedures handbook. I understand that it provides guidelines and summary information about the school's personnel policies, procedures, benefits, and rules of conduct. I also understand that it is my responsibility to read, understand, become familiar with, and comply with the standards that have been established. I further understand that The Classical Academy reserves the right to modify, supplement, rescind, or revise any provision, benefit, or policy from time to time, with or without notice, as it deems necessary or appropriate.

I acknowledge that both The Classical Academy and I have the right to terminate the employment relationship at any time, with or without cause or advance notice, and that this employment at will relationship will remain in effect throughout my employment with The Classical Academy unless it is specifically modified by an express written agreement signed by me and the Principal of The Classical Academy.

I also acknowledge that any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration.

I further acknowledge that this employment at will relationship may not modified by any oral or implied agreement.

____
Employee's Name (Please Print)

____
Employee's Signature

____
Date

Littleton Academy
P.O. Box 2396
Littleton, CO 80161
(303) 794-8763

Dear Applicant

Thank you for your interest in a position in Littleton Academy (LA). The following instructions outline the application procedures and the conditions under which you might be employed by LA. Please read them carefully.

In order to be considered for a position with LA, **your application must include ALL of the following:**

☐ The completed application form, including the questionnaire insert (both sides)

☐ A photocopy of your current Colorado teaching certificate/license or teaching/certificate from another state. (If you do not have a current certificate include an explanation on a separate page detailing why you believe that you are qualified to teach.)

☐ **Three** letters of reference from colleagues, principals, supervisors, or superintendents under whom you have worked in the past eight years. These letters must include dates of employment

☐ College transcripts, if employed less than 5 years as a teacher.

(If you have not yet graduated, an additional statement listing your courses up to graduation.)

If you are under consideration for a position, you will be contacted for a personal interview. Should your name, address, or telephone change after you have submitted your application, please notify the Littleton Academy of the changes **in writing.**

If you have not been appointed to a position by October 1 and still wish to be considered for employment, you must notify Littleton Academy **in writing** by October 31 to keep your application active, otherwise your application will be purged. (New completed applications received in October will remain active until the following October 1.

If you are hired, you will be required to furnish the following:

1. Evidence of employment eligibility as required by the Immigration and Naturalization Service.

2. Verification of upper division or graduate units taken after any BA/BS degree will be necessary to receive salary compensation.

Please call (303) 794-8763 if you have questions concerning the application process or conditions of employment.

Littleton Academy

Date ______________

CheckList for office use only

- ☐ Letters
- ☐ CO Certificate
- ☐ Transcripts
- ☐ Credentials
- ☐ Insert Sheet
- ☐ Endorsement
- ☐ Approved

Application For Professional Position

☐ Teaching Position ☐ Administrator ☐ Other ______________________

Please Type or Print Responses In Ink

Personal Information

Last Name, First, Middle (Mr./Ms./Dr.)	Other Names That Files Might Be Listed Under

Street Address	City, State, Zip Code

Telephone Number Home ( ) ______________ Work ( ) ______________	Social Security Number	Name & Telephone Number of Contact Person If You Are Not Available ( ) __________

Certification

Type	Level	Endorsement	Endorsement	Expiration Date
Type	Level	Endorsement	Endorsement	Expiration Date

Professional Position Preference For Which You Are Qualified

1. ______________________________

2. ______________________________

☐ Full-Time ☐ Part-Time

Employment Experience

Begin with last position. List all positions held six months or more. Feel free to add additional pages if you need more space. Are you presently under contract in another district ☐ Yes ☐ No. List all contracted experience. Include student teaching experience if you have less than one year of contracted experience. Please attach a copy of your current pay stub.

Please check appropriate boxes.

From M/Y	To M/Y	Grade/Subject Taught	Position District and School/or Employer	Street Address (City, State, Zip)	Principal/Supervisor/ Coordinating Teacher Current Work/Home Telephone	Full Time	Part-Time & %	Private School/ Business

ttleton Academy does not discriminate on the basis of race, color, religion, natural origin, sex, disability, nor on the basis of age against persons whose age is over forty (40). Inquiries concerning any of the above should be directed to the Jake Jacobs, P.O. Box 2396, Littleton CO 80161, phone 794-8763, or to the Director, Office of Civil Rights, U.S. Department of Education, 1961 Stout Street, Third Floor, Denver, CO 80294; phone 844-5695.

How do you ensure that your students are mastering the basic skills in reading, writing and mathematics?

How will your unique personal skills and teaching abilities contribute to student academic achievement?

Compose a short paragraph stating what you believe to be one or two of the more important roles of the particular position for which you are applying.

Administrative Essay Questions

Complete in Own Handwriting and
Limit Your Response to the Space Given

Date ____________________

Name ______________________________ Position Preference ____________________

How will you support Littleton Academy's mission statement?

Describe why your philosophy of education is consistent with an academically rigorous and content rich education.

How would you establish an environment that ensures classroom discipline?

Enrollment Policy and Forms

The Charter Schools Act requires that the application include:

> "A description of the charter school's enrollment policy, consistent with the requirements of section 22-30.5-104(3), and the criteria for enrollment decisions." 22-30.5-106(1)(l) C.R.S.

The section referenced in the statute refers to federal and state laws and constitutional provisions regarding disability, race, creed, color, etc. In other words, a non-discriminatory enrollment practice is appropriate. That may include criteria for enrollment—previous attendance in a Montessori program, for instance. Remember that the charter school founders have the right to determine the enrollment policy (waiting list or lottery) independently of any local school district policies.

Included in this section are examples of registration forms (or letters of intent, etc.). It is helpful to include sign up dates as well as school currently attended. For budget purposes, ask whether the student(s) will be in the public schools during the following school year if the charter school does not open. That plus current private/home school enrollment gives the school founders a sense of the additional monies likely to follow students into the district.

ENROLLMENT

SJMS will provide an opportunity for all preschool - 6 grade students to enroll.

Certain admissions criteria regarding previous Montessori experience will be implemented in order to build the strongest Montessori environment serving a diverse population of students within the shortest amount of time. Children who have not had the benefit of certain elements of Montessori learning, such as the "indirect preparation" of manipulatives at an earlier age, would have difficulty in first grade as they have not the prior exposure and preparation. Further, because independence and responsibility for one's own learning are emphasized in Montessori preschools, and peer teaching/learning are critical components of the Montessori method, having a student body with at least one year of Montessori experience will help build the program. Therefore, based on the experiences of public Montessory programs implemented in Milwaukee, Denver and Boulder, in the elementary grades, SJMS will work to ensure that at least 80% of the students admitted have prior Montessori experience.

In the elementary grades, if applications for enrollment exceed spaces available, the following selection process will be used:

1. Children of the parents identified on the Steering Committee of this application, and who agree to continue their active support and commitment to SJMS, will be granted admission to SJMS.
2. Siblings of children already enrolled will next receive consideration.
3. A waiting list of children who have previous Montessori experience (one full school year or more) and who reside in Jefferson County will be established. Those children will fill the number of spaces to 80% of the total spaces available.
4. A second waiting list will be established for applicants without Montessori experience who reside in Jefferson County. The remaining spaces will be filled from this list. If spaces remain, they will be filled from the first waiting list.
5. If there are still remaining spaces, they will be filled from a third waiting list comprising applicants who reside outside Jefferson County.

In the preschool and kindergarten programs, if applicants for enrollment exceed spaces available, the following selection process will be used:

1. Children of the parents identified on the Steering Committee of this application, and who agree to continue their active support and commitment to SJMS, will be granted admission to SJMS.
2. Siblings of children already enrolled will next receive consideration.
3. A waiting list of children who reside in Jefferson County will be established to fill the number of spaces remaining.
4. A waiting list of children who reside outside Jefferson County will be established. The remainder of the spaces available will be filled from this second waiting list.

Registration 1996 - 1997

Please enroll the following student at Littleton Academy for the 1996 - 1997 school year:

Name: ____________ Last ____________ First ____________ Middle

Addres ____________ No. ____________ Street ____________ Apt. / Unit No.

____________ City ____________ State ____________ Zip Code

Telephone: ( ) ____________ Area Code Number

Date of Birth ____ / ____ / ____ Month Day Year

Prior School Information

Please list below, in reverse chronological order in the spaces provided, the names and dates of attendance of schools this student previously attended:

____________ Last School Attended ____________ District ____________ Dates of Attendance

____________ Prior School Attended ____________ District ____________ Dates of Attendance

____________ Prior School Attended ____________ District ____________ Dates of Attendance

Parent / Guardian Information

Name of Parent / Guardian ____________ Last ____________ First ____________ Middle

Address ____________ No. ____________ Street ____________ Apt. / Unit No.

____________ City ____________ State ____________ Zip Code

Home Telephone: ( ) ____________ Area Code Number

Work Telephone: ( ) ____________ Area Code Number

Name of Parent / Guardian ____________ Last ____________ First ____________ Middle

Address ____________ No. ____________ Street ____________ Apt. / Unit No.

____________ City ____________ State ____________ Zip Code

Home Telephone: ( ) ____________ Area Code Number

Work Telephone: ( ) ____________ Area Code Number

I / We, the undersigned parent(s) / guardian(s) of the student named above, request that my / our son/daughter / ward be enrolled at Littleton Academy, a charter school of the Littleton Public Schools, for the 1996 - 1997 school year. I / we hereby authorize Littleton Academy to obtain transcripts, records, files and any and all other information regarding this student from schools previously attended. I / we further authorize Littleton Academy to adivse Littleton Public Schools administrative personnel that this student has enrolled at Littleton Academy and will not be attending another elementary school or middle school in the district.

____________ Parent / Guardian ____________ Date ____________ Parent / Guardian ____________ Date

CHEYENNE MOUNTAIN CHARTER ACADEMY
LETTER OF SUPPORT

I support the idea of charter school for the following reason(s):

______I believe charter schools are a good way to introduce choice, innovation and diversity into public education.
______I believe an academically rigorous, structured and sequential curriculum will enhance my child's education.
______I believe a discipline code contract signed at the beginning of the year by all students, parents and teachers will enhance the learning environment of the school.
______I believe the schools must strive to develop strong moral character in our children.
______I am attracted by the idea of a school that is governed by parents.
______I am attracted by a school where meaningful parental contributions of time and talents are encouraged and solicited.
______I am attracted by a school that will maximize my child's achievement through annual standardized testing and in depth teacher conferences at the beginning of the year.
______I am attracted by a school that will maximize learning opportunities through class size restrictions and the use of teacher aides in each classroom.
______I believe that two extra weeks of instruction each year will enhance my child's education.

My child(ren)
______(will) attend District 12 schools.
______(will) attend District ______schools.
______(will) attend (a) private school(s).
______are homeschooled.
______attend grade(s)________________________.

My child(ren) is (are) graduated,
______but I would have liked an alternative educational choice for them.
______I utilized a private school to meet my needs.

If I had the choice of placing my child(ren) in a public school governed by parents which stressed academic excellence, instructional efficiency, discipline, and character formation, I would

______enroll now ______find out more

Comments:____
____
____

Name__________________________Address ______________________________

City__________________State_________Zip_________Phone________________________

Your Signature______________________________

Please send responses to Deborah Cole, 4465 Gloucester Court, Colorado Springs, CO 80906

CHEYENNE MOUNTAIN CHARTER ACADEMY

LETTER OF INTENT

I, ______________________________, hereby state my preference to enroll my child(ren) in Cheyenne Mountain Charter Academy for the 1995/96 school year.

(Full name of child)	(Entering grade)
______________________________	____________________
______________________________	____________________
______________________________	____________________
______________________________	____________________

Current source(s) of education: (public, private, home; please give name(s) of school(s)).

____

____

This Letter of Intent in no way obligates the parent to participate in the Cheyenne Mountain Charter Academy program, nor does it imply a guarantee of any kind that the Cheyenne Mountain Charter Academy program as proposed to the District 12 School Board will be approved by that same board. Only through parental support can the Cheyenne Mountain Charter Academy program become a reality.

Comments or areas you can volunteer to help establish the Academy:

____

____

____

____

____

____

Parent Signature____

Date____________________

Note: If you have completed a Letter of Intent, please complete the Letter of Support on the reverse side as well. Thank you for your cooperation.

Governing Board Bylaws

As soon as possible after forming, the governing board needs to have bylaws. Some districts will allow a newly chartered school to formulate those bylaws within the first year of operation. However, creating bylaws for the governing board ought to be a major priority. Some aspects of the governing board and its operations, even if not in the form of formal bylaws, ought to be covered in the charter school application. Lincoln Academy and South Jeffco Montessori School (SJMS) have done that in the selections included from their applications. These sample bylaws should be studied for necessary components as well as to determine the areas in which modifications are necessary for your school.

DESCRIPTION OF THE GOVERNING BODY

As a public school, SJMS will ultimately be responsible to the Jefferson County School Board and, through that Board, to the State of Colorado Department of Education. An Executive Committee will govern all operations of the school, delegating day-to-day management to the administrative staff and establishing the reporting relationship between the Committee and administrative staff. The Committee will also be responsible for ensuring that the school is run in compliance with the Charter Application, all applicable laws, and ensuring that the schools remains financially viable. The Executive Committee will also serve as an advocate for the charter school system and Montessori education with the Jefferson County School Board, the State Board of Education and others.

The Executive Committee will consist of four parents (elected by the parents), the Administrator, one other member of the educational staff (elected by the staff), and one non-parent community member (who shall serve at the invitation of the elected members of the Board). It is the intent that the community member be a person from within the Montessori educational community. The Executive Committee will elect officers from within its own ranks.

Until staff is hired and can elect its representatives, the existing Steering Committee will select among itself representatives to serve as an interim Executive Committee, drafting bylaws, making hiring decisions, finalizing budgets, defining the roles and relationships between the Executive Committee, the Accountability Committee, if separate, the Cooperative Decision Making Committee, and other school committees or process representatives.

The Administrator will be the only permanent member of the Executive Committee. The other staff member and the community member will serve two year terms. The first terms served by parents will be of varying lengths in order to establish a staggered success pattern to maintain continuity. Of the four parents, their initial terms shall be as follows:

1 parent - 1 year term
1 parent - 2 year term
2 parents - 3 year terms

Subsequently, parent members will serve two year terms. Members will be eligible for re-election to the Committee one time, but may not serve consecutive terms.

Nominations will be made by the Executive Committee and any parent, teacher or staff member. Notice of upcoming elections will be given to all stakeholders at least thirty (30) days prior to the meeting date. Notices will be obviously displayed at the school, and will be sent home with students. Vacancies shall be filled by appointment of the remaining Committee members by a consensus decision process. The composition of the Committee (including number and type of members) may be changed by majority vote of the Committee.

All meetings of the Executive Committee shall be open to the public, and minutes of such meetings shall be provided upon request.

The Executive Committee will have ultimate control and responsibility for all policy making, in all hiring decisions, performance evaluations, facility layout, capital expense proposals, budgeting and fundraising, although it will retain the right to delegate certain of these decisions to other committees. Periodic meetings will be conducted on a continuing basis, but especially during the first two years of operation, to address specific issues of governance as well as day-to-day management, and to define roles and responsibilities of various persons and committees in a collaborative decision making atmosphere.

Section (h)
Governance and Operation

Pursuant to Colo. Rev. Stat. Section 22-30.5-106(1)(h) the Academy's board of directors submits the following description of the governance and operation of the Academy, including the nature and extent of parental, professional educator, and community involvement in the governance and operation of the Academy.

I. Board of Directors

A. Number of Directors; Manner of Selection; Vacancies; Attendance

The Academy will be governed by a seven member board of directors, which will have complete responsibility for running the school. Five members will be parents of children in the Academy; one member will be a community member at large (who may or may not be a parent), and the Academy's Principal will sit on the board as an ex officio member.

For the first school year (1996/97) the members of the board will be elected by the steering committee of the Academy. A temporary board of directors has been elected by the steering committee to serve through the proposal process. The temporary members of the board of directors for the Academy are set forth in Appendix A. Members of the steering committee are also listed in Appendix A.

In 1997/98 and thereafter, all members except the Principal will be elected by parents and teachers for a three-year term of service. Elections for board members will be held each May. Each parent and instructor will have one vote for each board seat, except for the Principal. The Principal will be appointed by a majority vote of the other members of the board. The members of the board will select one member to serve as chairman of the board and another member to serve as secretary of the board. The Principal may not serve as chairman of the board.

In the event of dismissal or resignation from the board or other vacancies on the board, volunteers to serve the remainder of the term for any particular seat will be asked to apply, and a volunteer will be selected by a vote of the board. Attendance at board meetings is mandatory. Missing two meetings in a row without prior approval from the Chairman of the Board or the Principal will result in immediate dismissal from the board.

B. Operation of the Board

The board will meet at least once a month to discuss the Academy's operations and hear reports and updates from each board member, consider and adopt policies, and consider requests and concerns from parents, students and teachers. A majority vote of those present at a board meeting will constitute action by the board. The board may not act unless a quorum of five directors is present.

II. Board Committees

A. Number of Committees

The following committees will be standing committees of the board: Teacher Review (3 members); and Community Building (2 members). The board will appoint from among its members the members of the standing committees. The board may also establish such other committees as it may from time to time deem necessary.

B. Teacher Review Committee

The Teacher Review Committee (TRC) will be responsible for reviewing the classroom performance of all classroom instructors (full and part time). Eight times a year members of the TRC will conduct a formal observation based on a set of established guidelines. The TRC will observe as many instructors as possible during that day. Full time instructors will be observed a minimum of eight times per year, and part time instructors will be observed a minimum of three times per year. Each instructor will be observed by members of the TRC working as a team to draft an evaluation. Educational Assistants will be evaluated at least two times per year in a joint effort with the classroom instructor and the principal. All observations will become a part of each instructor's permanent personnel file.

These evaluations will be conducted using similar forms being used by the district and Jefferson Academy.

C. Community Building Committee

The Community Building Committee (CBC) will develop a liaison with the business community and establish community building activities and goals. The CBC will plan events and meetings to meet these goals. Businesses will be encouraged to join in a partnership with the Academy by annually supporting the school with a donation. The CBC shall write and submit grant proposals.

III. Miscellaneous Operational Issues

A. Operational Powers.

The Academy shall be responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Academy consistent with law, and shall have authority to independently exercise, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Charter): Contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Charter. The District shall be given written notice of all accepted gifts, donations and grants, and any conditions thereof, within seven (7) school days of receipt. In exercising these powers, the Academy shall comply with all applicable District policies unless a specific waiver is obtained. The Academy shall furnish to the District copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the Academy's board of directors.

B. Semi-Annual Reports.

The Academy shall be responsible for submitting to the District semi-annual reports due March and November of each year. These reports shall include a written revenue and expenditure report with comparison to budget, and a written report concerning its operations, including, without limitation, progress made toward its educational goals and objectives, policy development issues, student attendance and student discipline information, and personnel matters.

E. Dissolution.

In the event the Academy should cease operations for whatever reason, including the nonrenewal or revocation of its Charter, it is agreed that the District shall supervise and have authority to conduct the winding up of the business and affairs of the Academy; provided, however, that in doing so, the District does not assume any liability incurred by the Academy beyond the funds allocated to it by the District under this Charter. The District's authority hereunder shall include, but shall not be limited to, the return and disposition of any assets acquired by purchase or donation by the Academy during the time of its existence.

F. Nonreligious, Nonsectarian Status.

The Academy agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. The Academy shall not be affiliated with any nonpublic or sectarian school or religious organization.

G. Commitment to Nondiscrimination.

The Academy shall comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, the constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion or ancestry.

H. Accountability.

The Academy shall operate under the auspices of, and be accountable to, the District and subject to all District policies and regulations unless specifically waived.

I. Open Meetings Law.

The Academy acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. Secs. 24-6-401 et seq., and that it will comply with the provisions of such law in connection with all of its activities.

J. Free and Reduced Priced Meals.

The Academy shall provide free and reduced priced meals to needy students in accordance with District policy and applicable federal and state law.

IV. Waivers From District and State Policies

A. Procedures

The Academy shall operate in compliance with all District policies and regulations and all applicable federal, state and local laws, rules, and regulations, unless specifically waived. Waivers from specific District policies or regulations and state law may be requested by the Academy by submitting such a request, in writing, to the District's Superintendent. The request shall include the reasons why the Academy is in need of or desires the waiver. The Superintendent shall have ten (10) school days to review the request and, thereafter, will present the matter before the School Board at its next regular meeting. The School Board shall have ten (10) school days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies and regulations may be granted only to the extent permitted by state law. In the event the District policy or regulation from which the Academy is requesting a waiver is required by state law, the District agrees to jointly request such a waiver from the State Board.

B. Actions Pending Review of Applications

Pending review of this application, the Academy will work with the District to identify the District and State policies for which the Academy will request waivers. Action on such waiver requests will be taken in connection with the approval of the Academy's Charter.

Feb. 26, 1996

PUEBLO SCHOOL FOR THE ARTS & SCIENCES
SITE GOVERNING COUNCIL

PROPOSED BY-LAWS

AUGUST - 1994

ARTICLE I

NAME

The name of this entity shall be Pueblo School For The Arts & Sciences Governing Council (PSAS-SGC).

ARTICLE II

PURPOSE

The purpose of PSAS-SGC is to inform and advise the Provost of the University of Southern Colorado and the Dean of the Pueblo School For The Arts & Sciences in the areas of curriculum, budget, personnel policies, and administration.

ARTICLE III

MEMBERSHIP

Section 1

The membership of PSAS-SCG shall consist of the following:

Education Alliance of Pueblo	1 member (District)
Education Alliance of Pueblo	1 member (USC)
Latino Chamber of Commerce	1 member
Pueblo Chamber of Commerce	1 member
Sangre de Cristo Arts Center	1 member
PSAS Parent Representatives	6 member
PSAS Faculty Representatives	6 member
PSAS Student Representatives	6 member
Parent Volunteer Organization	1 member
District #60 Accountability Rep	non-voting
Provost (USC)	ex officio (non-voting)
Dean (PSAS)	ex officio (non-voting)

Section 2

The Provost (USC) and Dean (PSAS) shall sit as ex-officio (non-voting) members.

Section 3

The (6) Student Representatives shall be selected one each from each level (k-2, 3-4, 5-6, 7-8, 9-10, 11-12).
Method of selection: Students shall be elected for a term of one year by popular vote each spring.

Section 4

The (6) Faculty Representatives shall be selected one each from each level (K-2, 3-4, 5-6, 7-8, 9-10, 11-12).

Method of selection: Faculty shall be elected for a term of two years by popular vote in the fall commencing October, 1995.

Section 5

The (6) Parent Representatives shall be selected one each from each level (K-2, 3-4,5-6,7-8, 9-10, 11-12). A Parent representative must have a child enrolled in PSAS.

Method of selection: Parents shall apply and be elected for term of two years by popular vote in the fall, commencing October, 1995.

IN SEPTEMBER OF 1996 PARENT REPRESENTATION SHALL BE EVALUATED. A METHOD FOR EVERY OTHER YEAR ROTATION WILL BE DEVELOPED AND IMPLEMENTED.

Section 6

The other members of this council shall be selected by the constituency each represent.

Section 7

All members of the PSAS-SGC shall be responsible to seek input from the constituency of people they represent.

Section 8

Attendance: Three consecutive absences of a student, faculty or parent representative, will be sufficient for removal from the council. After the second consecutive absence the President shall contact that representative to determine their interest in continuing in their position.

Interim vacancies shall be appointed by council via application process.

ARTICLE IV

OFFICERS

Section 1

The officers of the PSAS-SGC shall be:

President

Vice-President

Section 2

Officers shall be elected by site council ballot at the December meeting with transition in January. President shall serve one term, the vice president shall rotate into the presidency. A committee shall be formed in the November meeting and will provide a list of nominees for vice president.

Section 3

A. The President of the PSAS-SGC shall be limited to a Parent Representative. The President and Dean shall preside at all meetings, and shall be responsible to set the meeting agenda with input from council members. The agenda shall be received by members one (1) week prior to regular meetings.

B. The Vice-President shall preside in the absence of the President.

C. Council may select one of its members or an ex-officio recorder who shall record the minutes of each meeting and see that all members receive copies of the minutes and the next meeting agenda no later than one (1) week prior to the next regular meeting. Agenda must also be posted on the PSAS master board two (2) weeks prior to the regularly scheduled meeting so that parents, teachers, and students may have input.

ARTICLE V

MEETINGS

The regular meeting of the PSAS-SGC shall be once each month on the 3rd Monday unless otherwise amended. The meetings will be held at PSAS. Special meetings of the PSAS-SGC may be called by the President, by a majority of the council, or by the Dean.

A quorum is defined as a simple majority of total members. A quorum must be present to conduct a business meeting.

ARTICLE VI

PROCEDURAL GUIDELINES

The PSAS-SGC shall govern by consensus except for addition to or amendment of by-laws.

ARTICLE VII

AMENDMENT OF BYLAWS

Bylaws may be amended at any time providing the following conditions are met:

Section 1

Notice must be made in writing by a council member of the proposed change and distributed to all council members at least two (2) weeks prior to the next regular meeting.

Section 2

Voting shall be conducted by voice vote.

Section 3

The amendments must have approval by a majority of the council.

BYLAWS

(Ammended 14 January, 1997)

of

Cherry Creek Academy, Inc.

Englewood, Colorado

ARTICLE I.
NAME, LOCATION, FISCAL YEAR, STATUS

SECTION 1. NAME. The name of the School shall be: Cherry Creek Academy, Inc. (School) aka Cherry Creek Academy (CCA).

SECTION 2. LOCATION. The School shall be located within the Cherry Creek School District No. 5 (District) under the jurisdiction of the Cherry Creek Academy Senate (Senate).

SECTION 3. FISCAL YEAR. The fiscal year of the School shall coincide with the fiscal year of the District.

SECTION 4. CORPORATE STATUS. The School shall be incorporated in the State of Colorado as a Non-profit Corporation without members.

SECTION 5. CONTRACT. The Contract (Contract) is the contract with the Cherry Creek School District, which established the school in its original form.

ARTICLE II.
SENATE

SECTION 1. NUMBER OF SENATORS. The School shall have a governing board called the Senate which shall act as the Board of Directors of the Corporation. Effective with the 1997 regularly scheduled elections, or at an earlier date through attrition of the presently seated Senators, the Senate shall consist of nine (9) Senators, each of whom is a parent of at least one child enrolled in the school, and is not an employee of the school. Only one parent per family may serve on the Senate at one time.

SECTION 2. TERMS OF OFFICE. Beginning with the 1999 regularly scheduled election, each Senator's term shall be three years with three seats going up for election each year. Each Senator shall hold office until the first Senate meeting following the election, when his replacement shall be seated.

SECTION 2a. TRANSITION FROM TWO YEAR TERM TO THREE YEAR TERMS AND FROM ELEVEN SENATORS TO NINE SENATORS. All Senators currently seated shall continue to serve for their current term. In the event of a vacancy prior to the regularly scheduled 1997 election, a Senator shall not be replaced unless the number of Senators falls below nine (9). In 1997 four (4) Senators shall be elected. The three (3) with the highest number of votes shall serve three year terms, the fourth highest vote receiver shall be elected to a two year term. In 1998 five (5) Senators shall be elected. The three (3) with the highest number of votes shall serve three (3) year terms, the fourth and fifth highest vote receivers shall serve a one year term.

SECTION 3. GENERAL POWERS, DUTIES AND RESPONSIBILITIES. The Senate shall be a representative body elected by and from the eligible voters. The Senate may exercise for CCA all powers, duties and authorities, not reserved to the eligible voters, as are provided by, or delegated to, CCA by State and Federal law, the Contract, and these Bylaws. The Senate shall organize and manage itself so as to fulfill its duties to the School. The Senate shall plan, develop, and establish policy and assess the performance of the School. The Senate shall oversee the School's financial condition and its physical plant. The Senate shall have the sole and absolute authority to select and remove the Director of the School. Each Senator shall subscribe to The Code of Conduct as adopted by the Senate.

SECTION 4. COMPENSATION. Members of the Senate shall not receive compensation for their services as members of the Senate.

SECTION 5. RESIGNATIONS AND REMOVAL. Any Senator may resign at any time by giving written notice to the President of the Senate. Such resignation shall take effect as of the next scheduled Senate meeting following the date of resignation. The acceptance of such resignation shall not be necessary to make it effective. Any Senator may be removed at any time, with or without cause, by a two-thirds majority vote of the Senators then in office, cast at a meeting of the Senate called for that purpose.

SECTION 6. MEMBERS' CONFLICTS OF INTEREST. In order to avoid conflicts of interest, the Senate shall not contract with Senators. Senators may not be in a financial relationship with CCA. Upon taking office, or as they may arise, Senators shall disclose any known or potential conflicts of interest in writing to the Senate. Senators so disclosing shall not vote when a conflict arises, nor shall he attempt to influence the decisions of other Senators in voting on the matter. The written disclosures shall be made a permanent record of the CCA Accountability Advisory Committee.

ARTICLE III.
ELECTIONS

SECTION 1. PROCEDURES. Commencing in 1997, elections of Senators shall be held annually in October, on a date selected by the Senate and posted to all eligible voters at least four weeks in advance. Elections shall be conducted using written secret ballots according to procedures established and published by the Governance Committee. Oversight of the election process and vote tally shall be the responsibility of the Governance Committee, and validated by the Accountability committee.

SECTION 2. ELIGIBLE VOTERS. Eligible voters shall include the parents of children currently attending the School, teachers currently employed at the School, and current full-time employees of the School. Each family shall be considered one voter, and each voter shall be allowed only one vote. If more than one vote is cast by a particular family, then all votes for that family shall be null and void.

SECTION 3. ELECTIONEERING PROHIBITED. The use of any part of the School building or its grounds for electioneering or political purposes (other than a School-sponsored event), including the passing of petitions, is prohibited. This does not prevent use of school facilities for a statutorily authorized voting location. Educational activities such as mock conventions, caucuses or student elections are not subject to this section.

SECTION 4. VACANCIES. The Vacancy Committee shall solicit and recommend, by majority vote, to the Senate candidates to fill a vacancy on the Senate. A candidate shall be appointed as a Senator by a majority vote of the Senators then in office, and shall complete the term of the outgoing Senator. In the event that no candidate is selected by the Senate, this process shall be repeated until the vacancy is filled.

ARTICLE IV.
MEETINGS OF THE SENATE

SECTION 1. MEETINGS. The Senate shall meet at least once per month to conduct School business. Additional or special meetings may be called by the President or upon the request of three or more of the Senators.

SECTION 2. RULES OF ORDER. Robert's Rules of Order shall be used as the parliamentary authority by the Senate.

SECTION 3. ATTENDANCE. Notwithstanding Article II, Section 5, concerning removal from the Senate, attendance at Senate meetings is mandatory. A Senator may be immediately removed from the Senate should he fail to attend two consecutive Senate meetings without prior notification to the Secretary of the Senate.

SECTION 4. NOTICES. Whereas the provisions of the Colorado Sunshine Act of 1972, C.R.S. 24-6-401 et. seq., as amended by the Colorado General Assembly on April 29, 1991, require that full and timely notice to the public be given of meetings of the Senate; and whereas, in addition to any other means of giving full and timely notice, the Act provides that the Senate shall be deemed to have given the requisite notice if the notice of the meeting is posted in a designated public place within the boundaries of the School District no less than twenty-four (24) hours prior to the meeting; the Secretary of the Senate shall publish that notice, including specific agenda information where possible, of any meetings of the Senate at which time adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the Senate is or is expected to be in attendance, twenty-four (24) hours in advance on the front door of the School. The posting of such notice shall be a sufficient, but not necessarily the only sufficient means, of providing full and timely notice to the public of such meetings and the location for the posting of notice shall not be changed except by resolution of the Senate.

SECTION 5. QUORUM AND VOTE. A quorum shall consist of five (5) Senators. The votes of Senators shall have equal weight.

SECTION 6. MANNER OF ACTING. The act of a majority of the Senators present at a Senate meeting at which a quorum is present shall be an act of the Senate unless otherwise stated in these Bylaws.

SECTION 7. EXECUTIVE SESSIONS. All regular and special meetings of the Senate shall be open to the public, except that, upon the affirmative vote of two-thirds of the quorum present, an executive session may be held to discuss any one or more of the following (unless prohibited by law):

a) the purchase, acquisition, lease transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the Senate has a personal interest in such purchase, acquisition, lease, transfer or sale;

b) conferences with an attorney for the Senate for the purpose of receiving legal advice on specific legal questions;

c) matters required to be kept confidential by federal or state law or rules and regulations;

d) specialized details of security arrangements or investigations;

e) determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;

f) personnel matters.

The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the Senate may be present during the executive session. The Senate shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session which is closed to the general public. Matters discussed during executive sessions shall remain confidential among those attending. The Secretary of the Senate shall maintain topical minutes of all executive sessions.

ARTICLE V.
OFFICERS OF THE SENATE

SECTION 1. OFFICERS. The Officers of the Senate, and thus of the Corporation, shall consist of President, Vice President, Secretary, and Treasurer. The officers shall hold office until their successors are elected or until their earlier deaths, resignations, removal, or completion of their current term. Vacant officer positions shall not be filled until after all senate vacancies are filled. Officer's terms shall be for whatever original remaining senate term each respective senator has at the time of election as an officer. The Senate may remove any officer from office, with or without cause, by a majority vote of the Senators then in office. The Senate may remove an officer from office without removing him from the Senate. An officer may resign at any time as an officer and maintain a seat on the Senate if he so chooses.

SECTION 2. PRESIDENT. The President shall preside at the meetings of the Senate and shall ensure that all actions and resolutions of the Senate are carried out. He shall also serve as Chairman of the Senate and ex-officio as the Chief Executive Officer of the Corporation. The President shall be empowered to contract, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Senate to some other Officer or to some other agent of the School, up to a maximum as specified in CCA's written financial policy. Contracts exceeding that maximum shall require majority Senate approval prior to execution. In general, the President shall perform all duties and may exercise all rights as are incident to the Office of President of the Senate and such other duties as may be prescribed by the Senate or these Bylaws. The President shall work in partnership with the Director to achieve the Mission of the School and hence shall be responsible for the working relationship between the Senate and the Director. He shall appoint Committee Chairmen on behalf of the Senate. The President, or his designee, shall be the authorized representative of CCA with the District.

SECTION 3. VICE-PRESIDENT. The Vice-President shall have all the powers and perform all the duties of the President in the absence or disability of the President. The Vice-President shall perform such other duties as from time-to-time may be assigned to him by the President or by the Senate.

SECTION 4. SECRETARY. The Secretary, or his designee, shall record the votes and keep the full minutes of all meetings and proceedings of the Senate, shall serve timely notice of all meetings, elections and other proceedings in accordance with the provisions of these Bylaws or as required by law, and perform such other duties as may be assigned by the President or by the Senate.

SECTION 5. TREASURER. The Treasurer, or his designee, shall receive and deposit, in appropriate bank accounts approved by the Senate, all funds received from the District; shall deposit contributions, gifts, grants, bequests and other such funds in approved bank accounts; shall disburse such funds as directed by resolution of the Senate; shall sign all promissory notes and checks of CCA, except that the signature of at least one Officer or his designee shall always be required for any such disbursement; shall keep proper books of account; shall report the financial condition of CCA at least monthly at Senate meetings; shall be responsible for causing an annual financial audit and other audits as required by the Contract; shall prepare and present an annual budget to the Senate for approval and transmittal to the District; shall act ex-officio as Chairman of the Financial Affairs Committee; and shall perform such other duties as may be assigned by the President or by the Senate.

ARTICLE VI.
COMMITTEES TO THE SENATE

SECTION 1. COMMITTEES. Standing committees shall be the Governance Committee, the Accountability Advisory Committee, the Vacancy Committee, the Financial Affairs Committee and the Human Resource Committee. They shall be organized each November. The Vacancy Committee shall consist of four (4) Senators selected by the Senate and four (4) eligible voters chosen by lot, one from each of the other Standing Committees. The Accountability Advisory Committee shall be organized as in ARTICLE VII, SECTION 1. The form and duties of the other standing and advisory committees shall be determined by resolution of the Senate from time to time, or as determined by these Bylaws. The committees shall report to the Senate unless otherwise provided for within these Bylaws. The composition of committees shall be broadly representative of eligible voters.

SECTION 2. INSTRUCTION AND RESPONSIBILITY. Each committee shall limit its considerations to those specific tasks assigned to it by the Senate by resolution or other authority establishing the particular committee. Each committee shall be clearly instructed as to the length of time each member is being asked to serve; the service the Senate wishes the committee to render; the extent and limitations of responsibility; the resources the Senate shall provide; and the approximate dates on which the Senate wishes to receive reports and recommendations. The Senate shall maintain and approve a register of members on each committee.

SECTION 3. COMMITTEE POWERS AND PREROGATIVES. All recommendations of a standing or advisory committee shall be submitted to the Senate for official action, unless otherwise provided for in these Bylaws. The Senate shall have the power to dissolve any advisory committee and shall reserve the right, by majority vote, to exercise this power at any time during the life of any such committee.

ARTICLE VII.
SCHOOL ACCOUNTABILITY ADVISORY COMMITTEE

SECTION 1. PURPOSE. The purpose of the Accountability Advisory Committee shall be to advance the educational program of the School and to assure that educational outcomes are expressed in ways that are compatible with similar reports from the District. The committee, shall be comprised of parents, teachers, staff and community members. It shall be responsible for investigating and recommending School plans with high, but achievable, goals. The Chairman shall be a Senator, or designee, who also represents the School on the District Accountability Committee. In working cooperatively with the Senate, the committee shall adopt recommendations for goals and objectives for the improvement of education consistent with the goals of the Colorado State Board of Education.

ARTICLE VIII.
THE DIRECTOR

SECTION 1. THE DIRECTOR. The Director shall be the Principal and educational leader of the School responsible to the Senate. He shall, in general, administrate the business affairs of the

School, and shall see that orders and resolutions of the Senate are carried out. The Director shall be responsible for teacher performance and quality of instruction. At all times, the Director shall maintain clear communications with the Senate, through the President. The Director shall serve as an at will employee. The Senate may remove the Director, at a regular or special meeting of the Senate by majority vote of the Senators then in office.

ARTICLE IX.
CONTRACTS, LOANS ETC.

SECTION 1. CONTRACTS ETC., HOW EXECUTED. The Senate, except as otherwise provided in these Bylaws, may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority may be general or confined to specific instances, and unless so authorized by the Senate, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

In order to preserve the integrity of at-will employee contracts, no cause shall ever be stated for the separation of any employee serving under such a contract.

SECTION 2. LOANS. No loan shall be contracted for or on behalf of the Corporation and no negotiable papers shall be issued in its name, unless authorized by the Senate. When so authorized, any officer for the Corporation may effect loans and advances at any time for the Corporation, and for such loans and advances, may make, execute and deliver promissory notes or other evidences of indebtedness of the Corporation; and when authorized as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by the Corporation, and to that end execute instruments of mortgage or pledge or otherwise transfer said property. Such authority may be general or confined to specific instances.

ARTICLE X.
BOOKS AND RECORDS

The School shall keep at its office correct records, policies, procedures, minutes of the proceedings of the Senate, and a directory giving the names and addresses of the Senators and Committee membership.

ARTICLE XI.
CONSTRUCTION

The masculine gender, where appearing in these Bylaws, shall be deemed to include the feminine gender and the singular shall be deemed to include the plural unless the context clearly indicates to the contrary.

ARTICLE XII.
AMENDING THE BYLAWS

SECTION 1. GENERAL. These Bylaws may be amended, altered or repealed and new Bylaws may be adopted by Senate Action or by Eligible Voter Action as further described hereinbelow. Any such amendment(s), alterations(s) or the repeal of these Bylaws and adoption of new Bylaws shall be pursuant to the provisions of this Article and the procedures adopted hereunder.

a. Procedure. The process of amending, altering, or repealing these Bylaws and adopting new Bylaws shall be administered as designated in Article XII Section 4. Only eligible voters (including members of the Senate) may propose the amendment, alteration, or repeal of these Bylaws and the adoption of new Bylaws. Any proposed change (request) to these Bylaws must be made at a meeting of the Senate. At a Senate meeting where any such proposal is made, the Secretary of the Senate shall assign such request to the Governance Committee for review and the Governance Committee shall have the responsibility and authority to review each request to ensure that it does not conflict with the School District Contract or State or Federal law. Such review may include review by an attorney. The Governance Committee shall also review the request for conflict with other provisions of these Bylaws. If any conflicts are found, such conflicts shall be explained and reported to the Senate. The review of requests shall be completed and reported to the Senate within thirty (30) days of the original proposal to the Senate. Within thirty (30) days of the completion of such review and report, the Secretary of the Senate shall place such request on the Senate agenda for a vote. The Secretary of the Senate shall notify the eligible voters at least fourteen (14) days prior to any Senate vote on any such requests to these Bylaws.

SECTION 2. SENATE ACTION. These Bylaws may be amended, altered or repealed and new Bylaws may be adopted upon a two-thirds majority vote of the Senators then in office at a duly called and held regular or special meeting of the Senate. Upon the approval of any such request(s) to these Bylaws by the Senate, the Senate shall notify the eligible voters of such change(s). Any such changes(s) to these Bylaws shall become effective fourteen (14) days from the date of such notification unless thirty percent (30%) of the eligible voters request rescission of such change(s) in writing. In the event that thirty percent (30%) of the eligible voters do so request rescission, the Senate shall call for and schedule a rescission ballot vote within six (6) weeks of the original approval of such change(s) to the Bylaws. The change(s) to the Bylaws shall be rescinded and of no force and effect upon the majority vote of the eligible voters in such rescission ballot vote. Should less than a majority of the eligible voters vote to rescind the change(s) shall be effective immediately following the vote.

a. In the event that a request for a change to these Bylaws does not receive the requisite two-thirds majority vote of the Senate as described above, the request may be submitted to the eligible voters for a ballot vote upon the affirmative vote to do so by a majority of the senators then in office at a duly called and held regular or special meeting of the Senate. Any such proposed change(s) to these Bylaws submitted to the eligible voters for ballot vote shall be approved upon the affirmative vote of two-thirds of the eligible voters.

SECTION 3. ELIGIBLE VOTER ACTION. If any change to these Bylaws proposed by an eligible voter is rejected by the Senate and the Senate does not subsequently submit the request to a ballot vote of the eligible voters, a valid petition (SECTION 3a.) containing the signatures of fifty-one percent (51%) of the eligible voters, which signatures must be collected within thirty (30) days of the Senate rejection of such proposed change and which requests that such proposed change be submitted to a vote of the eligible voters, shall cause the proposed change(s) to be placed on the next ballot vote. Any such petition shall be submitted to the Governance Committee within such thirty (30) day period following rejection of the request by the Senate. The Governance Committee shall be responsible for validating the signatures on such petition and reporting back to the Senate within thirty (30) days of receipt of the petition. If the petition is validated by the Governance Committee the ballot vote shall take place on the date of and concurrent with the next regularly scheduled annual Senate elections unless the Senate, in its sole and absolute discretion, schedules an earlier special ballot vote. Any such proposed changes(s) to these Bylaws so submitted to the eligible voters for a ballot vote shall be approved upon the affirmative vote of two-thirds of the eligible voters.

a. A valid petition shall:
   - Be registered with the Secretary of the Senate, who shall issue to the sponsor a dated petition form of format approved by the Senate within 14 days of the date requested by the sponsor.
   - Contain the new Bylaw wording requested together with the current Bylaw wording if this is applicable.
   - Contain the pro-arguments of the sponsor and the con-arguments compiled by the Senate.
   - Be returned to the Secretary of the Senate within 30 days of the date of issue, and contain the date of return.
   - Include the wording, "We, the undersigned, will vote for the following Request to amend the Bylaws of Cherry Creek Academy."
   - Contain the full names, addressed and signatures of the petitioners who must be eligible voters as defined by the Bylaws of Cherry Creek Academy.
   - Signed by at least 51% of these eligible voters.
   - Have the names validated by the Governance Committee following return to the Secretary of the Senate.
   - Not be in violation of the Charter, or contract with the Cherry Creek School District.
   - Not be in violation with State or Federal Law.

SECTION 4. PROCEDURE TO AMEND THE BYLAWS.

Prepare the Request

1 A valid Request shall be presented in printed or typewritten form.

2 A valid Request shall contain only one action.

3 Each valid Request shall state:
- The date on which the Request is made.
- The reasons for the Request, for example the problem that it is designed to solve.
- The new Bylaw wording requested together with the current Bylaw wording if this is applicable.
- The name of the person sponsoring the Request.
- The telephone number(s) of the person sponsoring the Request.
- The address of the person sponsoring the Request.
- The signature of the person sponsoring the Request.

Submit the Request

4 The Request shall be submitted to the Secretary of the Senate who, with regard to the time limit currently in force for acceptance of agenda items, shall place the Request on the agenda of the next meeting of the Senate.

The Senate Meeting

5 The Secretary of the Senate shall minute the submission of the Request at the Senate Meeting. It shall be moved that the Request is submitted to the Governance Committee for review, and that such review shall be considered at a Meeting of the Senate 30 days from the date of that Senate Meeting.

The Review Process

6 The Governance Committee shall convene in such time to allow the review to be carried out within a 30 day period from the Senate Meeting at which the Request was minuted as being submitted.

7 The review process shall:

- Validate the date, status of the sponsor as an eligible voter, telephone numbers, address and signature.
- Review, or request a review by legal counsel, the legality of the Request.
- Ensure that the Request is in compliance with this Procedure.
- Review the wording of the Request for clarity of meaning.

8 The Chair of the Governance Committee shall prepare the response to the Secretary of the Senate, which shall indicate:

- The validity of the request, with details of invalid items.
- The outcome of the legal review, with an indication if the request is considered illegal, or in violation of CCAfs contract with the Cherry Creek School District.
- (The Governance Committee may not reject requests that are not worded as it would like, or requests that are considered illegal or in violation of CCA's contract with Cherry Creek School District, but may recommend to the Senate that it do so).

The Next Senate Meeting

9 The Secretary of the Senate shall minute the submission of the review and move that the Request be voted on at a Meeting of the Senate on a date to allow compliance with the requirement to notify eligible voters at least 14 days prior to the vote.

10 The Secretary of the Senate shall prepare, and have published, a notice, which shall be distributed to all eligible voters, and which shall advise the eligible voters of all details of the Request, a summary of the Governance Committee Review, and the date on which the vote will take place.

The Vote

11 The Senate shall vote on the Request at the meeting called on the designated date. The Bylaw change shall be accepted by an affirmative vote of two thirds of the Senators then in office. Should only the majority of the Senators then in office vote in the affirmative, they may opt for the Request to be placed on the next eligible Ballot.

If The Vote Is Affirmative

12 The Secretary of the Senate shall prepare, and have published, a notice, which shall be distributed to all eligible voters in the same week following the Senate vote. This notice shall advise the eligible voters of the

outcome of the vote, and that they may cause a rescission ballot if 30% of the eligible voters sign a petition, the school building shall be available after school hours for any parents to discuss intitiating a petition. This meeting shall be posted and open to all voters.

(If the vote is negative see paragraph 15)

If the rescission vote is negative

13 At the next meeting of the Senate, the Secretary of the Senate shall inform the Senate that the rescission vote was negative, and the Bylaw change requested shall come into force.

If the rescission vote is affirmative

14 At the next meeting of the Senate, the Secretary of the Senate shall inform the Senate that the rescission vote was affirmative, and move that a rescission ballot shall be called within six weeks of the date of the Meeting of the Senate at which the Request was approved. The Senate shall approve the date of this rescission ballot.

15 The Secretary of the Senate shall inform the Chair of the Governance Committee of the date on which the rescission ballot shall take place.

16 The Chair of the Governance Committee shall organize the rescission ballot, according to the procedure currently in place for Senate Elections, and inform the Secretary of the Senate of the outcome. The change(s) to the Bylaws shall be rescinded and of no force and effect upon the majority vote of the eligible voters in such ballot. Should less than a majority of the eligible voters vote to rescind, the change(s) shall be effective immediately following the vote.

If the Senate Vote is negative

17 The Secretary of the Senate shall inform the sponsor that the Senate vote was negative, and inform the sponsor that, should they wish to proceed further, then they must do so by Petition.

The Petition Process

18 The sponsor may resubmit the Request to the Secretary of the Senate with a valid Petition (SECTION 3a). It will then automatically be placed on the next Ballot as described below.

The Ballot

19 The Ballot shall be held concurrently with the regularly scheduled Senate Elections.

20 To be included on a Ballot a Request shall be dated at least three calendar months prior to the Ballot.

21 All Requests to be included on the Ballot shall be communicated in writing to the eligible voters no less than two weeks prior to the Ballot. This communication shall include the pro- and con-

arguments from the Petition, or as compiled in the same manner as for a Petition.

22 A Request shall only be adopted on the affirmative vote of 2/3 of the eligible voters. Upon receiving this vote the Request shall be adopted at the beginning of the day following the Ballot.

The Special Ballot

23 At a Meeting of the Senate, by majority vote of the Senators then in office, the pending request which has been presented to the Senate for vote, may be placed on a Special Ballot. This shall take place no earlier than two weeks, and no later than six weeks, following this meeting.

24 All other requirements are the same as for the Ballot.

ARTICLE XIII.
ADOPTION

The above Articles were adopted as (amended) Bylaws of the Cherry Creek Academy at a Senate Meeting held for this purpose on January 14, 1997. (Signatures of all Senators)

Attest: Dean L. Titterington
Dean L. Titterington - President

Michael W. Wilcox - Vice-President

Stan R. Johns
Stan R. Johns - Treasurer

Karen Bacon
Karen Bacon - Secretary

Lawrence T. Cavener

Cheri M. Dosh
Cheri M. Dosh

Jeff Grimstead

Vicki Hare
Vicki Hare

Chris Lane
Chris Lane

Richard J. Urso

BYLAWS
OF
JEFFERSON ACADEMY

ARTICLE I.

Offices

Section 1.1. Principal office. The principal office of the corporation shall be located in Arvada, Colorado. The corporation may have such other offices within Colorado as the board of directors may designate or as the business of the corporation may require from time to time.

Section 1.2. Registered Office. The registered office of the corporation required by the laws of the State of Colorado to be maintained in Colorado may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II.

Members

Section 2.1. Members. Each parent or legal guardian of a child enrolled at Jefferson Academy shall be a member of the corporation. Such membership shall terminate when the child ceases to be enrolled at the school.

Section 2.2. Board Resolution. The board of directors shall provide by resolution for a regular membership meeting at least annually for the purpose of electing directors. Notice provisions, special meetings, quorum and manner of acting shall be determined by board resolution, except in the event a board resolution conflicts with the Colorado Nonprofit Corporation Act, the provisions of the latter shall control.

ARTICLE III.

Board of Directors

Section 3.1. General Powers. The business and affairs of the corporation shall be managed by its board of directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the articles of incorporation, or these bylaws.

Section 3.2. Number, Tenure and Qualifications. The number of directors of the corporation shall be not less than one (1). The exact numbers of directors shall be determined by resolution adopted by a majority of all directors then in office. Directors shall be elected at the annual meeting of the members by a majority of the expressed votes. Each director shall hold office for a term as designated by the board of directors. A director having three (3) or more consecutive absences from the annual meetings of the board of directors shall be deemed to have resigned as a director. Directors need not be residents of Colorado. Directors shall be removed in the manner provided by the Colorado Nonprofit Corporation Act.

Section 3.3. Chairperson and Vice Chairperson. The board of directors shall elect a chairperson and vice chairperson of the board of directors from among the directors. The term of such chairperson and vice chairperson shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. The chairperson of the board of directors shall preside over all meetings of the board of directors, and, in the absence of the chairperson of the board of directors, the vice chairperson of the board of directors shall preside over the meeting.

Section 3.4. Vacancies. Any director may resign at any time by giving written notice to the president or to the secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors shall be filled by the board of directors at a special meeting called for such purpose. A director elected to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

Section 3.5. Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this bylaw once a year and shall constitute its annual meeting. The board of directors may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular meetings without other notice than such resolution. Such additional regular meetings shall be held at least monthly.

Section 3.6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or outside Colorado, as the place for holding any special meeting of the board of directors called by them.

Section 3.7. Notice. Notice of any special meeting shall be given at least five (5) days prior to the meeting by written notice delivered personally or mailed to each director at his business address, or by notice given at least two (2) days prior to the meeting by telegraph, telex, telecopier or other similar device. If mailed, such notice shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. A director waives notice of a regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or the transaction of business at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 3.8. Quorum. A majority of the number of directors fixed by Section 3.2 of these bylaws shall constitute a quorum for the transaction of business at any meeting of the board of directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice, for a period not to exceed sixty (60) days at any one adjournment.

Section 3.9. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 3.10. Compensation. By resolution of the board of directors, any director may be paid any one or more of the following: his expenses, if any, of attendance at meetings; a fixed sum for attendance at each meeting; a stated salary as director; or such other compensation as the corporation and the director may reasonably agree upon. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.11. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (i) he objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting: (ii) he contemporaneously requests that his dissent be entered in the minutes of the meeting; or (iii) he gives written notice of his dissent to the presiding officer of the meeting before its adjournment or delivers such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent as to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 3.12. Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may designate from among its members an executive committee and one of more other committees, each of which, to the extent provided in the resolution, shall have all the authority of the board of directors; except that no such committee shall have the authority to: (i) fill vacancies on the board of directors or any committee thereof; (ii) amend the bylaws; or (iii) approve a plan of merger.

Section 3.13. Advisory Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may appoint advisory committees to the board of directors who, by such appointment, shall not be deemed to be directors, officers or employees of the corporation and whose functions shall not include participation in the operating management of the corporation. Members of the board of directors shall be entitled to serve on advisory committees. The advisory committees shall meet at such times as the board of directors shall determine. If so determined by the board of directors, the members of the advisory committees may be entitled to a fee for attendance at each regular or special meeting of such committees, which fee shall be fixed by resolution of the board of directors. The advisory committee shall consider, advise upon and make recommendations to the board of directors and to the chairman of the board with respect to matters of policy relating to the general conduct of the business of the corporation and with respect to such questions relating to the conduct of the business of the corporation as may be submitted to it by the board of directors or the executive committee. By way of example and not of limitation, the board of directors may appoint a policy and planning committee to advise on fund raising and an investment management committee to advise the corporation on its investment portfolio. The members of the advisory committee shall hold office at the pleasure of the board of directors. Additional members or members to fill vacancies may be appointed at any regular or special meeting of the board of directors.

Section 3.14. Telephonic Meetings. One or more members of the board of directors or any committee designated by the board may participate in a meeting of the board of directors or a committee thereof by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.15. Standard of Care. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall not have any liability by reason of being or having been a director of the corporation.

The designated persons on whom a director is entitled to rely are: (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented; (ii) counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons' professional or expert competence; or (iii) a committee of the board or an advisory committee upon which the director does not serve, duly designated in accordance with Sections 3.12 or 3.13 of these bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

No member of the board of directors shall permit his position on the board of directors to create a conflict between his personal business activities and the actions of the corporation.

ARTICLE IV.

Officers and Agents

Section 4.1. General. The officers of the corporation shall be a president, one or more vice presidents, a secretary, and a treasurer. The board of directors may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. The salaries of all the officers of the corporation shall be fixed by the board of directors. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president.

Section 4.2. Election and Term of Office. The officers of the corporation shall be appointed annually by the board of directors. Each officer shall hold office until the first of the following occurs: until his successor shall have been duly elected or appointed and shall have qualified; or until his death; or until he shall resign; or until he shall have been removed in the manner hereinafter provided.

Section 4.3. Removal. Any officer or agent may be removed by the board of directors whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 4.4. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

Section 4.5. President. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. Unless otherwise directed by the board of directors, the president shall attend in person or by substitute appointed by him, or shall execute on behalf of the corporation written instruments appointing a proxy or proxies to represent the corporation, at all meetings of the members of any other corporation in which the corporation is a member. He may, on behalf of the corporation, in person or by substitute or by proxy, execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the president, in person or by substitute or proxy as aforesaid, may vote for the corporation and may exercise any and all rights and powers incident to such membership, subject however to the instructions, if any, of the board of directors. The president shall have custody of the treasurer's bond, if any.

Section 4.6. Vice President(s). The vice president(s) (if the corporation so desires to have more than one) shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, (or, if there be more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office), shall have the power and perform the duties of the president.

Section 4.7. Secretary. The secretary shall (i) keep the minutes of the proceedings of the executive committees, advisory committees, and the board of directors; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records; (iv) keep at the corporation's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all directors; and (v) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors may, however, respectively, designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 4.8. Treasurer. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. He shall receive and give receipts and acquittance for money paid in on account of the corporation, and shall pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state, and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

ARTICLE V.

Indemnification of Certain Persons

Section 5.1. Authority for Indemnification. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of any foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan ("Any Proper Person" or "Proper Person"), shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 5.4 of these bylaws that he conducted himself in good faith and that he (i) reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interest, or (ii) in all other cases (except criminal cases) believed that his conduct was at least not opposed to the corporation's best interests, or (iii) with respect to criminal proceedings had no reasonable cause to believe his conduct was unlawful. A person will be deemed to be acting in his official capacity while acting as a director, officer, employee or agent of this corporation and not when he is acting on this corporation's behalf for some other entity. No indemnification shall be made under this Section 5.1 to a director with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the director was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudge liable on the basis that personal benefit was improperly received by him. Further, indemnification under this Section 5.1 in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding. These limitations shall apply to directors only and not to officers, employees, fiduciaries or agents of the corporation.

Section 5.2. Right to Indemnification. The corporation shall indemnify Any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 5.1 of these bylaws, against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 5.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 5.1 of these bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

Section 5.4. Groups Authorized to Make Indemnification Determination. In all cases, except where there is a right to indemnification as set forth in Section 5.2 of these bylaws or where indemnification is ordered by a court, any indemnification shall be made by the corporation only as authorized in the specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 5.1 of these bylaws. This determination shall be made by the board of directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained or the committee cannot be established, or even if a Quorum can be obtained or the committee can be established but such Quorum or committee so directs, the determination shall be made by independent legal counsel selected by a vote of a Quorum of the board of directors or a committee in the manner specified in this Section 5.4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action).

Section 5.5. Court Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 5.2 of these bylaws, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 5.1 of these bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

Section 5.6. Advance of Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation to Any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed in Section 5.1 of these bylaws; (ii) a written undertaking, executed personally or on his behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment); and (iii) a determination is made by the proper group (as described in Section 5.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

ARTICLE VI.

Provision of Insurance

By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as the board of directors deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against, or incurred by, him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article V of these bylaws or applicable law.

ARTICLE VII.

Miscellaneous

Section 7.1. Waiver of Notice. Whenever notice is required by law, by the articles of incorporation or by these bylaws, a waiver thereof in writing signed by the director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

Section 7.2. Fiscal year. The fiscal year of the corporation shall be as established by the board of directors.

Section 7.3. Amendments. The board of directors shall have power to make, amend and repeal the bylaws of the corporation at any regular or special meeting of the board. The bylaws shall be reviewed by the board for any useful or necessary amendments at least biennially at the regular meeting of the board.

Section 7.4. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the female and neuter genders as the circumstances indicate.

Section 7.5. Conflicts. In the event of any irreconcilable conflict between these bylaws and either the corporation's articles of incorporation or applicable law, the latter shall control.

Section 7.6. Definitions. Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definitions as in the Colorado Nonprofit Corporation Act.

THE END

BYLAWS OF THE
CHEYENNE MOUNTAIN CHARTER ACADEMY

A Colorado Nonprofit Corporation
As adopted on September 19, 1995

Article I.
Offices

1.1. Principal Office. The principal office of the corporation shall be located in El Paso County, Colorado at a location designated by the Board of Directors.

1.2. Registered Office. The registered office of the corporation as recorded with the Colorado Secretary of State may, but need not be identical with the principal office. The address of the registered office may be changed from time to time by the Board of Directors.

Article II.
Members

2.1. Members. Each parent or legal guardian of a child enrolled at Cheyenne Mountain Charter Academy (CMCA) shall be a member of the corporation. Such membership shall terminate when the child ceases to be enrolled at CMCA.

Article III.
Board of Directors

3.1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the articles of incorporation, or these bylaws. The Board may delegate such management functions of the corporations to one or more of the committee to the extent that such delegation is in the best interests of the corporation.

3.2. Number and Tenure of Directors. The number of directors of the corporation shall be five. The initial directors' tenures shall be as follows: three directors shall serve until May 31, 1998 and two directors shall serve until May 31, 1997. The initial Board shall determine by resolution which of its members shall serve for these initial terms. The tenure of directors elected subsequent to these initial terms shall be two years beginning June 1st following the election.

3.3. Qualifications of Directors. All directors must be residents of Cheyenne Mountain School District (D-12). Four of the directors must be parents or legal guardians of CMCA students. The remaining director may be a resident of D-12 who does not have a child eligible to attend CMCA. At any time that a board member ceases to meet the qualifications described herein, the remaining Board members shall declare a vacancy in that member's Board position and fill the vacancy as required by these Bylaws.

3.4. Officers. The Board shall elect a President, Vice President, Secretary, and Treasurer from among the members of the Board. The term of such officers shall be one year or until such time as their respective successors are duly elected and qualified.

3.5. Vacancies. In the event a director resigns or is otherwise unable to complete his term of office, the vacancy shall be filled by a majority vote of the remaining Board members. In order to obtain candidates for a vacancy, the Board may solicit applications from qualified persons.

3.6. Attendance. A director who is absent from regular meetings on two or more consecutive occasions may be removed by a majority vote of the Board. Ina any such removal vote, the director whose position is in question may vote.

3.7. Quorum. A quorum of the Board shall be four. If less than a quorum is present, a majority of those directors present may adjourn the meeting and set a subsequent meeting.

3.8. Compensation. Board members shall receive no compensation for their services as Board members. However, by resolution the Board may reimburse any director for reasonable expenses incurred in furtherance of his duties as a Board member.

3.9. Regular meetings. Regular meetings of the Board shall be held not less than once each month at such places and times as determined by resolution of the Board.

3.10. Special Meetings. Special meetings may be called by or at the request of the President or any two directors. The president or the two requesting members may fix any place within Colorado as the place for holding any special meeting.

3.11. Notice. Notice of any special meeting shall be given to directors at least three days prior to the meeting by written notice delivered personally or by telecopy, or by other means. A director may waive notice of a special meeting by attending or participating in the meeting. The purpose of the meeting need not be specified in the written notice. Public notice of any meeting shall be given as required by the Colorado Sunshine Act, C.R.S. 24-6-401 et seq.

3.12. Telephone participation. A board member may participate in any meeting by telephone and accommodations shall be made by the Board for such participation.

3.13. Removal of Directors. A majority of the Board may recommend the removal of a Board member to the membership of the corporation. The issue of retention of the Board member recommended for the removal shall be placed to a vote of the corporate membership by the Board no sooner than twenty-one days following the Board's vote recommending removal. Members may vote by early ballot in the same manner and time provided for the election of Board members.

Article IV.
Elections

4.1. Time of Election. Elections of Board members will be held annually on the third Tuesday in April. However, each member may vote by early ballot at the CMCA office beginning seven days prior to election day.

4.2. Balloting. Each member shall be entitles to one vote for each board member position. Cumulative voting shall not be allowed. Voting shall be by secret ballot. Prior to voting, members shall be required to sign a roster of voters confirming their eligibility to vote. At this time, other issues determined by the Board to require parental approval may be placed on the ballot. Votes shall be tallied and announced by a teller committee of members appointed by the Board. Newly elected Board members shall assume office effective June 1st following their election.

Article V.
Books and Record

The corporation shall keep correct records and shall also keep minutes of the proceedings of the meeting of its members and its Board. A record of the names and addresses of the Board and any committees shall be maintained at the principal office of the corporation. Unless otherwise provided by law, all records of CMCA are considered public documents and may be inspected during normal business hours.

Article VI.
Amendments

The Board of Directors shall have the power to make, amend, modify, or repeal the bylaws of the corporation at any regular or special meeting of the Board.

Article VII.
Conflicts

In the event of any irreconcilable conflict between these bylaws and the articles of incorporation or applicable law, the latter shall control.

Adopted by the Board on September 19, 1995.

Corporate Secretary

Governing Board Dynamics
Director/Principal Evaluation

For any organization to do its best work, it must attract the best people for the jobs and develop practices that channel their energies most effectively. Governing boards in charter schools are a special challenge because there are few examples to use as patterns. However, best practices are usually similar from one well-functioning organization to another.

Charter schools, because of the their relative autonomy, small size, and focused mission, should adopt the best practices of boards serving a similar purpose. It is a real concern that a board could become so staid that nothing creative ever emerges, something no charter school founders are likely to appreciate. However, there is also reason to be concerned that lack of structure can lead to little or no productivity in meetings. During the first years of charter school operation, the latter condition is most likely—board meetings that are chaotic and energetic, but less productive than desirable. To harness the energy effectively, some governing board training is usually helpful. Several booklets are listed below that define the structure of, and necessary planning for, productive governing board meetings. Careful study of the suggestions included in them can help a board be more effective in its decision-making role.

Governing boards are responsible for the evaluation of the Director/Principal of the school. Included is one school's initial work on annual evaluation. Always there should be several specific tasks that can be objectively evaluated. However, since leadership is much broader than a few specific tasks, there should also be an assessment of the atmosphere of the school by faculty, staff, and parents. That assessment is necessarily more subjective, of course, but it should be monitored carefully by the board.

Resources:

"Principles of Good Practice." National Association of Independent Schools, 1620 L Street, NW, Washington DC 20036-5605. Tel: (202) 973-9700

Chait, Richard P. *How to Help Your Board Govern More and Manage Less.* Washington, DC: National Center for Nonprofit Boards, 1994.
National Center for Nonprofit Boards, 2000 L Street, NW, Suite 510, Washington, DC 20036
Tel: (202) 452-6262 Fax: (202) 452-6299

Ingram, Richard T. *Ten Basic Responsibilities of Nonprofit Boards.* Washington, DC: National Center for Nonprofit Boards, 1988.
National Center for Nonprofit Boards, 2000 L Street, NW, Suite 510, Washington, DC 20036
Tel: (202) 452-6262 Fax: (202) 452-6299

Holmgren, Norah. *10 Minutes to Better Board Meetings.* San Francisco: Planned Parenthood Federation of America, 1994.
Planned Parenthood Federation of America Western Region Office, 333 Broadway, 3rd Floor, San Francisco, CA 94133. Tel: (415) 956-8856

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Principles of Good Practice for Member Schools

BOARDS OF TRUSTEES

In an independent school, the responsibility of the board of trustees is to be aware, to the fullest extent possible, of all matters that pertain to the philosophy and goals of the school and to assure that decisions of the board conform to these stated objectives. The following principles of good practice are set forth to provide a common perspective on the board's responsibilities for individual trustees, board presidents, and school heads.

1. The board is responsible for preparing a clear statement of the school's philosophy and objectives. This philosophy should be reviewed on a regular basis and taken into consideration whenever possible changes of policy are under discussion.
2. The board has complete and final responsibility in all fiscal affairs of the school, including assets represented by buildings and grounds.
3. The board is responsible for selecting a new head of the school, when needed. Care should be exercised to guard against delegating too great a responsibility in this most critical matter to nonboard persons or consultants.
4. The board is responsible for establishing the policies under which the head will administer the school. Every school should include in its catalogue a policy statement regarding nondiscrimination and reflect this policy in its faculty, staff, and student mix.
5. The board must ensure that the school has sufficient public relations capacity, under competent leadership, to convey the school's message to the public and to the school's various constituencies.
6. The board should establish working committees (see the NAIS *Trustee Handbook*) and be sure that all members are actively involved in appropriate committee assignments.
7. The board is responsible for a periodic evaluation of the school, taking into consideration the school's stated philosophy and goals. Board members should be given copies of any periodic evaluations conducted by outside accrediting organizations.
8. The board, or a committee of the board, should conduct a written annual evaluation of the performance of the head and establish goals for the following year. Because this review should not relate to compensation, it should be undertaken only after the matter of compensation has been settled.
9. The board should conduct a written annual self-evaluation, including consideration of whether the board and its committees are independently knowledgeable concerning school matters or are relying too heavily upon the head and other staff for guidance. The head of the school should also evaluate the board's performance.
10. The board is responsible for keeping full and accurate minutes of its meetings and those of its committees.
11. The board should maintain a policy book so that governing decisions made over a period of years may be readily available to subsequent leadership and administrators.
12. A rotation system for board membership should be established to assure regular infusion of new thinking while maintaining continuity of volunteer leadership to work with the board of the school. The composition of the board should reflect whatever diversity exists within the school's constituencies. It may be necessary for the board actively to recruit members from other groups to achieve this diversity.
13. The board should establish a policy of sharing statistical information about the school with local and national professional organizations. ■■■■

Winter 1984

NAIS

NATIONAL ASSOCIATION OF INDEPENDENT SCHOOLS

Principles of Good Practice for Member Schools

INDEPENDENT SCHOOL TRUSTEES

The responsibility of a trustee of an independent school is to gain a basic understanding of all aspects of the school's operation and then to initiate, or support, board actions that will advance the standards and goals set forth in the school's statement of philosophy. The following principles of good practice are offered to encourage participation of every trustee in the important work of the board.

1. A trustee's first obligation is to become informed about the school's history, goals, and current operations and concerns.

2. A trustee should come to meetings prepared, having read the minutes of previous meetings and other pertinent materials, and should participate in the consideration of all matters before the board. Only through the sharing of diverse opinions can constructive decisions be reached.

3. A trustee should not hesitate to ask questions. A full understanding of the issues is prerequisite to casting an informed vote.

4. The board of trustees, as a whole, sets policy. An individual trustee should never seek to impose a personal agenda on the head of the school or become involved in specific management or curricular issues.

5. A trustee must always respect the confidentiality of board discussions. The credibility of the board goes hand in hand with confidentiality.

6. Trustees should seek out and volunteer for assignments, particularly those that may lessen the special burdens carried by the head, such as serving as the school's representative at conferences and meetings.

7. A trustee must guard against any conflict of interest, whether business-related or personal. Trustees who are parents must take particular care to separate the interests of the school from those of a child.

8. A trustee has a responsibility to support the school head actively and to demonstrate that support within the school community.

9. The trustee who learns of a problem should bring that problem to the attention of the school head or board president. A trustee should not attempt to deal with such a situation on an individual basis.

10. Every trustee has a responsibility to contribute to the advancement program of the school. This should include, but not be limited to, financial support or other active involvement in annual giving and capital campaigns as an integral part of trusteeship.

11. Each trustee, not just the treasurer or finance committee, has a fiduciary responsibility for the funds entrusted to the school and for sound budgetary management. ■■■■

Winter 1984

NAIS

NATIONAL ASSOCIATION OF INDEPENDENT SCHOOLS

Principles of Good Practice for Member Schools

HEADS

The head of an independent school as educational and moral leader is responsible for enabling the school community to achieve the school's mission. Although NAIS acknowledges differences in styles of leadership and school operation, it nevertheless offers the following principles of good practice to provide a common perspective on this responsibility.

1. The head, with the board of trustees, shapes and upholds the school's mission, goals, and standards and articulates them to the school's constituencies and to the wider community.

2. The head is responsible for attracting well-qualified faculty and staff members and for retaining them through equitable compensation plans, sound staff development and evaluation programs, and concern for their status within the school and in the larger community.

3. The head works with the staff to examine the needs of students and to put in place programs and policies to meet those needs.

4. The head, ultimately responsible for all administrative decisions and actions, regularly involves members of the administration and faculty in decision making and evaluation.

5. The head is accessible, within reason, and responsive to all constituencies—faculty, parents, students, and graduates—and in particular ensures that parents are kept informed about the school's policies, programs, and the progress of their children.

6. The head identifies ways to serve graduates and to retain their loyalty as advocates of the school and as contributors to its financial strength and well-being.

7. The head oversees the well-being of the entire school, rather than of any individual constituency, and works to help all constituencies to see the school as part of a network of local, state, regional, and national organizations concerned with educational issues and excellence.

8. The head, as steward of the school's resources, is responsible for prudent budgeting and financial management, maintenance of the physical plant, review and long-range planning, and fund-raising.

9. The head is alert to changing patterns in the local community, especially those that may affect enrollment or diversity within the school, and ensures that admission and hiring policies adhere to the school's written policies on nondiscrimination and due process.

10. The head asks the trustees for an annual evaluation. As part of board development, the head ensures that trustees evaluate the school periodically on its operation in relation to stated goals and mission and that they review their own functioning as a board.

11. The head finds ways to become part of a network of peers who can provide personal support and professional assistance.

12. The head cooperates with heads of other independent schools to ensure that good relations among schools are protected, especially in the four sensitive areas of admission, marketing, faculty recruitment, and fund-raising. ■■■■

NAIS

NATIONAL ASSOCIATION OF INDEPENDENT SCHOOLS

To: D'Evelyn 1996 Principal Hiring Committee
From: Steering Committee
Date: June 12, 1997

We did not organize an official Principal's evaluation earlier in the year, for which we apologize.. However, collecting information based on a complete year of work will be valuable in assessing performance and setting goals for next year. Please take a few minutes to complete and return this evaluation form. Your reflections are important to us and to the school.

Please rate Dr. Synnott's performance on each item below on a scale of 1 the lowest to 5 the highest, using "N" if you do not have enough information to make an assessment.

Please fax results to F697-8716, or mail to K. Pitzer, 1037 S. Owens Ct., Lakewood, 80226.

For the 1997-98 school year, the principal's effectiveness in the following areas is:

1. **Job knowledge:**
   Knows education laws and educational methods ______
   Understands and supports D'Evelyn's educational philosophy ______
   Assumes responsibility and/or delegating appropriately ______
   Positively represents D'Evelyn inside and outside of school settings ______

2. **Addressing staff needs:**
   Plans and provides meaningful staff inservices ______
   Helps staff understand and support school philosophy ______
   Supports teamwork ______
   Backs staff when necessary ______
   Leads effective staff and department chair meetings ______
   Is approachable, listens to and considers staff input ______

3. **Leadership skills:**
   Planned effective restructuring of school committees ______
   Plans for future years (1997-98 and beyond) ______
   Identifies and leads needed changes ______
   Inspires and develops leaders within school community ______
   Oversees rigorous, cohesive curriculum and its delivery ______

4. **Management skills:**
   Completes staff evaluations ______
   Visits classrooms, visible in school ______
   Is decisive ______
   Works with District to meet needs of the school ______
   Confronts inappropriate actions ______

5. **Addresses student and parent needs:**
   Encourages student achievement ______
   Informs, hears, and involves parents ______

Your Role (faculty, parent, school committee rep., staff)______________________

Additional comments (use back as needed):

Principal Evaluation

Draft

Leadership skills:

Inspired the staff to go the extra distance

Helped staff to see and accept the D'Evelyn liberal arts philosophy

Designed and implemented beneficial staff development

School Management:

Completed teacher evaluations

Worked individually with staff members in need of improvement

Visited classrooms regularly and frequently

Positive representative of D'Evelyn in and out of school settings

Planned for 97/98 and future years

Created job descriptions for all support staff

Helped with restructuring of school committees

The Steering Committee (governing board) scores this.
It is quite easy to use a " +," "+/-," and " –" scoring system to find the areas in need of further work. Be certain that some of the items on the list are directly measurable—they either are or are not finished.

Hiring the Director/Principal

Job Descriptions, Interview Questions, and Interviewing

The process of finding the best people to work at the school is no small task. Included are several job descriptions, the description of one school's interview process for Director/Principal, information about search committees from the National Association of Independent Schools, and interview questions. Remember, except in very rare circumstances, what you see is what you get. If the candidate seems overbearing, he/she probably is overbearing. If it is tempting to nod asleep during the interview, consider that the candidate is probably deadly dull on the job, as well.

The more learned about candidates during the interview process and reference checking, the fewer surprises there will be. During the time when a new Director/Principal is learning the ropes, it is helpful to know as much as possible about him/her. Careful scrutiny during the hiring process makes the transition of leadership easier.

Books

Gilvar, Barbara, editor. The Search Handbook: A Step-by-Step Guide to Selecting the Right Leader for Your School. USA: National Association of Independent Schools, 1992.

"Principles of Good Practice." National Association of Independent Schools, 1620 L Street, NW, Washington DC 20036-5605. Tel: (202) 973-9700

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Principles of Good Practice for Member Schools

SCHOOL SEARCH COMMITTEES AND SEARCH CONSULTANTS

The following principles of good practice are designed to help search committees as they embark upon the task of selecting a school head. Each school must decide for itself whether or not it will retain a consultant to help with the search. If the school does decide to engage professional counsel, the same principles should be observed.

1. The board and search committee should devise a search process that is viewed as fair, orderly, and cost-effective by all parts of the school community.

2. The search committee should actively solicit the names of the best available candidates drawn from a broad candidate group without regard to age, race, religion, gender, or national origin unless the school has a religious mission that requires the head to have a particular religious affiliation.

3. The search committee should see pertinent materials related to any and all candidates, including applications that come from outside the consultant's regular network.

4. The search committee should recognize the sensitivity of visits by trustees to a candidate's present school. The consultant should work with the search committee and candidate to see that such visits are complete and thorough yet at no time jeopardize the relation of the candidate to his or her present school. School visits should be made only when the candidate and search committee are at a mutually serious stage.

5. The search committee should make every effort to present the school with a diverse group of candidates. All principles associated with providing equal opportunity should be observed in the process.

Principles of Good Practice for Member Schools

REGARDING CONSULTANTS

6. The search consultant should make every effort to present the school with a diverse group of candidates. All principles associated with providing equal opportunity should be observed in the process.

7. In outlining procedures to the search committee, the consultant should provide a full written description of services offered, including expenses and fees. In the case of a consulting firm, the search committee should be told which person in the firm will do the search and should interview that person prior to any contracting for services.

8. The consultant should make known the names of other schools for which he or she actively is performing a search for persons to fill a similar position.

9. The consultant should limit searches during any given period to a number that will assure service of high quality to each client school.

10. The search consultant should make a reasonable effort to understand the school, its mission, its culture, and the nature of the position to be filled.

11. The school, not the individual candidate, should always be the client.

12. Both consultant and search committee should check candidates' references with great care. The consultant is responsible for presenting a candidate for consideration by the search committee and for emphasizing the committee's responsibility after that time.

13. The consultant should respect the confidentiality of each candidacy and impress upon both search committee and candidates the importance of discretion. Any candidate now a head who is seriously exploring other school headships should so inform his or her current board chair in confidence.

14. The consultant should keep the search committee fully informed about the progress of the assignment throughout the search and ensure that each candidate is informed fully and promptly about the status of his or her candidacy.

15. The consultant should refrain from inviting the head of a school placed in that position by the consultant's firm within the past five years to become a candidate for the client school.

16. No consultant or any member of the consultant's firm should be a candidate for a position in which the consultant is conducting a search. ■■■■

Summer 1994

Draft

D'Evelyn Jr/Sr High School
Process for Principal Hiring

- Identify desired/needed characteristics for the school's principal
- Write/modify detailed job description
- Advertise nationwide for applicants
- Identify who will be involved in the process

- Review applications and list viable candidates (paper screen)

- Develop questions and desired answers to the questions based on the written job description.

- Train interview team
- Interview process—primary goal is to find as much as possible about each candidate
  - Telephone contact—initial questions
    - State that documents regarding the school are available and ask if each candidate would like to receive data
  - Reference Checks—primary and secondary with set questions to ask and initiate discussion
  - Personal Interviews—formal questions, situations, less formal interactions with a variety of people in the D'Evelyn community (teachers, staff, parents, and students)

- Debrief—identify top candidates and areas of information that will need to be explored for each …
- Visit worksite of each top candidate and talk with staff, candidate, students and parents
- Debrief
  - Come to a final decision and recommend that the district hire the candidate of choice

  or

  - Select an interim principal if no candidate is suitable
- Notify selected and non-selected candidates of the decision

Questions to be answered:

Who is involved at each stage? (parents, staff, students, Dennison)

How are individuals in each category selected? (Minimum standards for an individual selected is to read, understand, and agree with the program description document. This was included in last year's process.)

Interview Questions

Questions need to be drafted to get specific information from the candidates whether they are candidates for Director/Principal or for staff members. Since charter schools have a philosophical and curricular focus, questions should be formulated to determine if there is a philosophical match. It is important to learn, to the degree possible, something of the value system of the candidate. By learning what the candidate believes important, you will know the basis of his/her decisions.

When drafting questions, determine what information you would like to know, and then draft the questions. Consider the response questions are likely to elicit. If during interviews a specific question does not elicit the depth of response expected, re-write or replace the question before the next interview session.

Examples of questions or areas to be probed:

If you could design a perfect school, what would it be like?

Listen for philosophical alignment.

What do you see as the role of parents in their children's education?

Charter schools commonly have high parent involvement. Look for common beliefs about parental involvement.

If the school has a specific text or program that requires support from the Director/Principal or staff, ask their opinion about it.

In some cases the answer may be that he/she knows nothing about it. You're looking for strong aversions to a specific curriculum.

The Director/Principal will have to work closely with the governing board. Ask about any comparable past experience.

Many charter school governing boards are primarily parents. You need to hear about how he/she feels about having parents as his/her boss.

Ask Director/Principal candidate about the qualities of a good teacher.

Listen for a match. If the schools values teachers who act as counselor/facilitators, listen for that. If the school values strong subject matter competence, listen for that.

How does he/she deal with parental complaints about teachers?

You want to hear that he/she requires first that the parent and teacher have spoken about the problem. Then, that he/she is willing to meet with them together in an effort to resolve the problem.

Does the candidate delegate duties? If so, what kind?

The best leaders learn to delegate not only in order to focus on the most important aspects of their own jobs, but also to help others in the organization increase their skills. Delegation typifies leaders who prepare others to assume greater responsibilities—leaders who "groom" people.

Has the candidate ever had to deal with incompetence among the staff? If so, how?

If the candidate has never observed incompetence among the staff (unless this is a very inexperienced candidate), then perhaps it is because "anything goes." The best schools have the best faculty and the best staff. You need someone who can assure that.

Reference Checks

It is essential that you do careful reference checks. Interviews can hide a multitude of sins—almost anyone can present fairly well during an interview if he/she works at it. However, assessment by the people with whom he/she has worked is invaluable. It is they who have observed good or bad work, ease or lack thereof in relationships, commitment or lack thereof, and whether the candidate has integrity.

The following areas need to be probed during reference checks of candidates for Director/Principal:

- Capacity in which the reference worked with candidate? Is this a subordinate, a boss, a peer, a parent, a student, or a community member?
- How well did the candidate work with others in the school—staff, parents, and students?
- Why did the candidate choose to leave that place of employment?
- Leadership style: frame the question to learn how the candidate leads—by persuasion or by orders. Can he/she "sell" others on ideas? Does he/she get feedback from staff and parents as he/she pursues ideas and changes within the school?
- If a superior, would you rehire the candidate? Why? Why not?
- How and how well does the candidate communicate?
- How does candidate deal with stressful situations and other problems? Impulsive response? Thoughtful, studied response? Any examples?
- Five adjectives to describe the candidate.
- Strengths of the candidate.
- Weaknesses of the candidate.
- Would you give the candidate an unqualified recommendation?
- What is the most likely difficulty, if any, we can anticipate with this candidate?
- Anything else we should know?
- Is there someone else who can give us a perspective on the candidate's work?

Lincoln Academy

Attachment A

Principal/Administrator: Qualifications and Job Description

Qualifications:

- An advanced degree in Educational and/or Business Administration.
- Minimum three years successful administrative experience.
- Minimum five years successful teaching experience.

Leadership Duties:

- Demonstrates commitment to **Lincoln Academy**'s vision and mission and communicates that vision and mission to school personnel, the students and families and the community.
- Models school values for students, parents and the **Lincoln Academy** Board.
- Is a visible leader maintaining frequent contact with students and staff.
- Exercises a participatory management style with staff when at all possible.
- Communicate effectively by written and oral methods.
- Fosters a climate of innovation.
- Facilitates activities for families and staff to encourage community and shared purpose.

Educational Leadership Duties:

- Hires and evaluates staff.
- Oversees planning and evaluation of programs and priorities.
- Coordinates design of curriculum with staff.
- Administrates all school-based programs.
- Administers services of resource personnel.
- Assists staff in evaluating their methods and instructional materials.
- Designs schedules.
- Develops cooperation and teamwork within staff.
- Assists staff in accommodating individual student needs and abilities.
- Monitors student progress, discipline, health and safety.
- Provides perspective on educational issues with the **Lincoln Academy** Board on a regular basis.
- Establishes a plan for improvement of instruction, school philosophy and school policies.
- Assists Board in evaluating the school's progress on established priorities.

Community Relations Duties:

- Promotes and develops a professional relationship with the **Lincoln Academy** Board and staff.
- Seeks and considers opinions of others in a timely fashion.
- Provides information to community, media and interested parties about the school, its' programs and progress towards goals.
- Develops all printed materials needed for the operation of the school.
- Serves in a liaison capacity with the school district on any administrative and educational matters.
- Assists with the recruiting, scheduling and training of volunteers within the school.

Managerial Duties:

- Approves and authorizes:
    - building usage
    - budget items
    - permanent record maintenance
    - building maintenance
    - all school based activities and schedules
- Approves and authorizes:
    - purchase and utilization of material resources
    - equipment
    - textbook and supplies
- Establishes organization pattern for the school.
- Plans and implements the staff development program.
- Delineates all responsibilities and authority, establishing lines of communication and supervision.
- Develops enthusiasm and promotes positive morale among staff and parents.
- Prepares master budget.

LITTLETON ACADEMY PRINCIPAL JOB DESCRIPTION

DRAFT

April 30, 1997

I. Leadership

The Principal is the educational and operational leader of the school. As chief executive officer of Littleton Academy, the Principal is not only responsible for day to day operations, but is responsible for ensuring that the academic vision and mission are carried out.

Maintains high academic standards for the Academy.
Provides regular communication regarding implementation of Academy mission.
Enthusiastically implements Governing Board policies.
Provides leadership to entire staff regarding implementation of Board established Academy policies.
Establishes climate fostering effective communication throughout the Academy.
Sets an example of intellectual curiosity, self-motivation and self-discipline for students and teachers.
Models competence, honesty, personal responsibility, and respect for others in every aspect of the job.

II. Implements Academic Mission of Littleton Academy

The Principal is responsible for implementing the academic policy of the school. Littleton Academy's mission is to stress high academic achievement. The Academy emphasizes English, Math, and the Core Knowledge scope and sequence for social studies and science. The curriculum is to be taught in a sequential manner which challenges students at all points in the spectrum. The Principal's job is to ensure that these academic goals happen.

Ensures that school's primary focus is on academic achievement.
Sets the highest possible standards for student academic performance.
Ensures intra-grade consistency of curriculum delivery.
Ensures inter-grade sequential delivery of curriculum.
Assists the Governing Board in the selection and periodic review of curriculum, textbooks and instructional materials.
Participates in curriculum review process.
Provides recommendations to the Board regarding curriculum issues, and text book selection.
Ensures implementation of the curriculum and use of textbooks and materials selected by the Board.
Seeks professional assistance as needed to improve curriculum implementation and delivery.
Establishes means to measure & document student academic progress.
Oversees administration of ITBS and other standardized testing.
Oversees report cards & mid-term reports to parents.
Creates annual school calendar and schedule.
Maintains complete and accurate student records.
Promotes consistent quality from year to year by developing an appropriate system for gathering materials and sources used in delivering curriculum.
Ensures that academic needs of students across the spectrum are met by establishing programs to assist students who have difficulty engaging in the learning process and those who are considered gifted and talented.

III. Personnel Management

The successful delivery of curriculum depends on a teaching staff of the highest quality. Personnel management is a vital part of the Principal's job.

Interviews, hires and orients new staff.
Sets clear, high expectations for all staff.
Supervises all staff in accordance with performance goals.
Re-hires, promotes, transfers or terminates staff in accordance with performance.
Provides for regular classroom observation of teachers to monitor performance and curriculum delivery.
Provides for mentoring and remediation to teachers when needed.

Maintains complete and accurate employee records.
Provides sufficient and appropriate staff training and in-service programs within Board established fiscal parameters.
Ensures optimum use of vice-principal's role.
Creates an atmosphere that encourages volunteerism.

IV. School Climate

The Littleton Academy vision includes establishing an educational environment that is conducive to student achievement and instills excitement about learning.

Ensures positive learning atmosphere clearly characterized by student engagement with task.
Ensures safe, orderly, disciplined environment.
Assists the Governing Board to establish effective, comprehensive student discipline and dress code.
Develops and implements effective enforcement procedures for the codes.
Instructs, assists and oversees the staff in implementing and enforcing the codes.
Ensures that all staff, including office personnel, create a welcoming & friendly atmosphere.

V. Effective Communication

Communication is vital to the success of any organization and as the leader of the school, the Principal is responsible for clear communication with the many school constituents. The Principal needs to keep the Board appraised of school issues so that the Board has updated knowledge about what is occurring. Parents are the school's customers and the Principal bears a special obligation to ensure that they are aware of what is taking place generally and with respect to their individual children. The principal also will relate to a wider general community and other educators both within and without the LPS.

Reports to Board on a regular basis on all school issues, with special emphasis on academic program & progress.
Documents Academy progress in all areas, notes any shortcomings and suggests mechanisms for improvement.
Documents curriculum delivery.
Responsible for all reports required by the state, district, and as directed by the Governing Board.
Demonstrates positive, effective communication with parents.
Demonstrates positive, effective communication with students. Knows most students by name.
Provides frequent & timely communication regarding school issues with parent community.
Establishes a comprehensive communication program with parents, including the Academy newsletter, Academy Handbook and means for teacher communications.
Interprets Littleton Academy policy to teachers.
Attends accountability committee meetings.
Writes annual school improvement plan with input from the accountability committee and the Board.
Attends after hours school functions as schedule permits.
Analyzes and reports results of ITBS and other testing programs.
Provides timely response & follow-through to all agreed upon actions.
Provides the Board and parents with timely and accurate responses to questions.
Provides liaison to LPS. Attends District principals' meetings. Sends pertinent information about the Academy to LPS Superintendent and Board of Education.
Provides liaison with Charter School and Core Knowledge Network as timely and appropriate.
Oversees public relations programs including publishing a brochure and implementing a system for greeting and informing perspective parents about the Academy.
Represents Littleton Academy in the community to promote an understanding of the Academy objectives, operations and achievements.

VI. Fiscal Management

The Principal provides leadership in planning the Academy budget and in prudent management of funds. In the unique charter situation, the Principal is also expected, with Board approval, to initiate grant applications.

Participates in budget planning process with the Governing Board.
Adheres to established budget.
Approves expenditures of $1000 or less.
Determines individual employee salaries and benefits within established budget parameters.
Oversees all financial transactions.
Oversees accurate data entry of budget and personnel figures in the District's accounting system.
Responsible for grant writing and administration of grant funds as directed by the Board.
Oversees ordering of textbooks, and other materials.
Reports to the Board regularly on budgetary matters.

VII. Facility Management

The Principal is responsible for oversight of the building and keeping the Board informed of needed materials and projects.

Oversees and contracts for building and grounds maintenance.
Oversees building housekeeping to ensure high standards of cleanliness.
Sets high standards for tidy appearance and cleanliness of facility.
Promotes respect for and implementation of cleanliness goals among staff and students.
Schedules meetings and use of the facility.

H. Employee Conflicts of Interest.

All Academy employees shall comply with the District's policy and regulations, and applicable state law, concerning employee actual and potential conflicts of interest.

II. Job Descriptions

A. Principal

1. Qualifications:
   - An advanced degree in Educational and/or Business Administration.
   - Ideally minimum three years successful administrative experience.
   - Ideally minimum five years successful teaching experience.
2. Leadership Duties:
   - Demonstrates commitment to Lincoln Academy's vision and mission and communicates that vision and mission to school personnel, the students and families and the community.
   - Models school values for students, parents and the Lincoln Academy Board of Directors.
   - Is a visible leader maintaining frequent contact with students and staff.
   - Exercises a participatory management style with staff when at all possible.
   - Communicates effectively by written and oral methods.
   - Fosters a climate of innovation.
   - Facilitates activities for families and staff to encourage community and shared purpose.
3. Educational Leadership Duties:
   - Hires and evaluates staff.
   - Oversees planning and evaluation of programs and priorities.
   - Coordinates design of curriculum with staff.
   - Administrates all school-based programs.
   - Administers services of resource personnel.
   - Assists staff in evaluating their methods and instructional materials.
   - Designs schedules.
   - Develops cooperation and teamwork within staff.

- Assists staff in accommodating individual student needs and abilities.
- Monitors student progress, discipline, health and safety.
- Provides perspective on educational issues with the Lincoln Academy Board on a regular basis.
- Establishes a plan for improvement of instruction, school philosophy and school policies.
- Assists Board in evaluating the school's progress on established priorities.

4. Community Relations Duties:
   - Promotes and develops a professional relationship with the Lincoln Academy Board and staff.
   - Seeks and considers opinions of others in a timely fashion.
   - Provides information to community, media and interested parties about the school, its' programs and progress towards goals.
   - Develops all printed materials needed for the operation of the school.
   - Serves in a liaison capacity with the school district on any administrative and/or educational matters.
   - Assists with the recruiting, scheduling and training of volunteers within the school.
5. Managerial Duties:
   - Approves and authorizes:
     - building usage
     - budget items
     - permanent record maintenance
     - building maintenance
     - all school based activities and schedules
   - Approves and authorizes:
     - purchase and utilization of material resources
     - equipment
     - textbook and supplies
   - establishes organization pattern for the school.
   - Plans and implements the staff development program.
   - Delineates all responsibilities and authority, establishing lines of communication and supervision.
   - Develops enthusiasm and promotes positive moral among staff and parents.
   - Prepares master budget.

B. Teachers - Grades K through 6 (7 positions)

Teachers for grades K through 6 will be responsible for implementing the curriculum, coordinating with educational assistants, maintaining current attainment level information, assigning additional studies to students not meeting or exceeding attainment, keeping accurate and concise records, maintaining work portfolios, establishing personal classroom procedures, ordering teaching materials, and adjusting students upwards or downwards in various subjects. Teachers will also be responsible for ordering supplementary education materials, requesting parent volunteers and reporting all education-related activities to the Principal.

All teachers will be required to report to work no later than 8:00 AM and be available on campus until 4:00 PM. Occasionally, after hours work may be required. Teachers will also be required to attend one-half of the Parent Teacher Organization meetings and assist with extra-curricular programs on a rotating basis.

All teachers must have at least a four-year degree in any discipline, prior experience in their grade level(s), and a strong desire to work with an innovative educational program. They must also possess the ability to work with others.

D. Special Education Teacher (1 position)

The special education teacher will work with children one-on-one or in small groups in all disciplines. The special education teacher will take his/her work schedule from the Principal, but will report to each teacher responsible for the individual child or groups of children receiving tutoring as to progress or need for additional assistance. The special education teacher may be required to work with parent volunteers, or may request parent volunteers from the appropriate teacher if needed.

The special education teacher will be required to report to work no later than 8:00 AM and be available on campus until 4:00 PM. Occasionally, after hours work may be required.

The special education teacher must have at least a four-year degree in any discipline, and prior experience in special education and a strong desire to work with an innovative educational program. He or she must also possess the ability to work with others.

E. Educational Assistants- Grades K through 6 (7 positions)

Educational Assistants will be responsible for implementing curriculum, coordinating with teachers for their work loads, maintaining current attainment level information, reporting attainment levels below minimum or early attainment to the teacher, keeping accurate and concise records, assisting with maintaining work portfolios, following established classroom procedures, requesting teaching materials from the teacher, requesting supplementary education materials from the teacher, requesting parent volunteers and reporting all education-related activities to the teacher. Classroom teachers will determine the hours they would like their Educational Assistant to work. Occasionally, after hours work may be required. Educational Assistants will also be required to assist with extra-curricular programs.

All classroom aides must have a strong desire to work with an innovative educational program, and they must posses the ability to work with others.

F. Physical Education Teacher (1 position)

The physical education (PE) teacher will develop the PE curriculum, implement the PE curriculum, establish PE test methods and procedures and report the same to the Principal. The PE teacher will establish needed materials and equipment for physical education and the playground areas, request materials and equipment for PE and the playground area, establish safety guidelines for outdoor play and use of the playground equipment, establish rules for use of the activity fields, monitor the condition and report irregularities of the playing fields, establish a schedule for indoor activities during inclement weather months, request parent volunteers as needed, organize parent volunteers to apply for grants for PE equipment and monitor for improper usage or care of equipment. The PE teacher will report all PE-related tests, concerns, needs, etc. directly to the Principal. This position is one-third of a position.

The PE teacher must have a 2-year or better degree in physical education, or a related degree, prior coaching and/or teaching experience with elementary school-aged children, experience with First Aid and CPR, and a strong desire to work with an innovative educational program. The PE teacher must be physically able to perform all job functions safely and correctly.

H. Music Teacher (1 position)

The music teacher will implement the Core Knowledge curriculum, be able to train students in healthy vocal production, teach the use of classroom instruments in addition to singing and moving, be familiar with the incorporation of technology in the study and use of music, possess good classroom management skills and creatively teach the six components of music: singing, listening, moving, playing, reading, and writing.

The music teacher will establish test methods and procedures and report the same to the Principal. The music teacher will establish and request needed materials and equipment for the music department, request parent volunteers as needed, organize parent volunteers to apply for grants for music equipment and monitor for improper usage or care of equipment. The music teacher will report all music-related tests, concerns, needs, etc. directly to the Principal. This position is one-third of a position.

The music teacher must have a 2-year or better degree in music-related studies, have prior experience with elementary school-aged children, and a strong desire to work with an innovative educational program.

I. Art Teacher (1 position)

The art teacher will implement the Core Knowledge curriculum, help students develop natural artistic talents, creatively incorporate different mediums, and possess good classroom management skills.

The art teacher will establish test methods and procedures and report the same to the Principal. The art teacher will establish and request needed materials and equipment for the art department, request parent volunteers as needed, and monitor for improper usage or care of materials. The art teacher will report all art-related tests, concerns, needs, etc. directly to the Principal. This position is one-third of a position.

The art teacher must have a 2-year or better degree in art-related studies, have prior experience with elementary school-aged children, and a strong desire to work with an innovative educational program.

J. School Secretary (1 position)

The school secretary will report directly to the Principal, and will be responsible for answering the phone, calling parents in case of an ill child, filing, typing, and light receptionist-type duties. The school secretary may be required to type or copy as a support function to the teaching staff as well. The school secretary may also work in the classroom, supervise playground activity, or otherwise support the Academy's day-to-day operations. The school secretary may also be asked to run errands, phone parent volunteers, etc. The school secretary will be required to report to work no later than 8:00 AM and be available on campus until 4:00 PM. Occasionally, after hours work may be required.

The school secretary must be computer literate, be proficient in a standard word processing and database program, have general filing and office experience, be able to handle money, be knowledgeable of standard office procedures including, but not limited to, letter writing, purchase orders, shipping, payroll, and have prior experience working with children. The school secretary must also have the ability to work unsupervised, a strong desire to work with an innovative educational program and the ability to work with others.

I. Custodian (1.5 positions)

The Academy will employ two custodians. One custodian will work from 8:30 AM to 5:30 PM (40 hour work week). The other custodian will work from 4:00 PM to 8:00 PM (20 hour work week).

J. Clinic Aid

The clinic aid will be responsible for maintaining a daily clinic log, health and immunization records required by Colorado law for each student. First aid and CPR certifications will be required and maintained on an annual basis. Aid will also be required to assist in preparing state reports, ordering supplies and be an active member of the office team. Clinic Aid will follow established guidelines of school health policies as well as observing issues of confidentiality.

II. Terms and Conditions of Employment

A. Definitions

Full-time employee:	Any employee working 35 hours or more per week on a permanent basis.
Full-time status:	Achieved when an employee has worked 35 hours or more per week for 30 calendar days in any position(s).
Hourly employee:	Any employee whose pay rate is based on an hourly rate.
Salaried employee:	Any employee whose pay rate is based on an annual rate.
Paid vacation days:	As established by the school schedule. Only salaried employees will be entitled to paid vacation days.

Non-paid vacation days:	Holidays and other days as established by the school schedule. Hourly employees are not paid for non-paid vacation days.
Personal days:	Each full-time salaried employee shall receive two paid personal days off per school year.
Sick days:	Each full-time salaried employee shall receive five paid sick days per school year.

B. Bonuses

In May of the first year and in each subsequent year of the Academy's Charter, the board will budget a bonus for the Principal and each staff member to be paid in June. The bonus monies will be equally divided among staff members. The Academy does, however, reserve the option to do merit pay in the future.

C. Principal's Evaluation

The Principal will serve at the pleasure of the board. Evaluation of the Principal will be based on the academic success of the Academy program, fiscal responsibility, ability to negotiate financial decisions, ability to negotiate personnel issues, attendance at board meetings, and overall management ability and general management of the Academy. The Principal will remain in his or her position without further interviews or application as long as the Academy continues to make significant progress toward its educational and fiscal goals. The Principal will be evaluated yearly by each member of the Board of Directors after an evaluation format has been successfully established by a subcommittee of the Board.

LITTLETON ACADEMY POLICY

CODE: GCD
NAME: Administrator, Teacher and Instructional Assistant Hiring and Assignment
DATE: September 16, 1996
REVISED: July 24, 1997

The Principal is the chief executive officer of Littleton Academy. He or she is responsible to the Governing Board for the school's day-to-day business operations, student academic achievement and the school's relations with the community. The Vice-Principal is the primary assistant to the Principal. He or she is responsible directly to the Principal for any and all tasks assigned by the Principal. He or she also acts as Principal in the Principal's absence. Teachers are the heart of Littleton Academy; their primary duty is the direct instruction of Academy students. Instructional Assistants ("IAs") are teachers' principal aides.

The Governing Board will make every effort to attract and retain the very best people in all of the Academy's employment positions.

Selection Criteria and Procedures

The Governing Board shall develop selection criteria and procedures for principals. The Principal shall develop selection criteria and procedures for vice-principals, teachers and IAs. The best qualified applicant shall be selected for each position, without regard to race, color, creed, sex, national origin, religion or ancestry. No person shall be denied employment on any of the foregoing grounds.

Qualifications

Any Principal hired by Littleton Academy shall have two or more years of experience as an elementary or middle school principal, public or private, or a position with equivalent responsibilities in government, private business or an institution of higher learning; planning, budgeting, curriculum development and public relations experience; and knowledge of the Colorado charter school law and operation of a charter school. The position also requires commitment to the educational philosophy and objectives set by the Governing Board.

Any Vice-Principal hired by Littleton Academy shall have two or more years of experience as an elementary or middle school teacher or vice-principal, public or private, or a position with equivalent responsibilities in government, private business or an institution of higher learning; and an ability to take general direction from the Principal, convert that general direction into specific action and complete the assignment in a thorough, accurate and timely manner without supervision. The position also requires commitment to the educational philosophy and objectives set by the Governing Board, as implemented by the Principal.

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Any teacher hired by Littleton Academy shall hold at least a bachelor's degree from an accredited institution, and he or she shall have teaching experience, other training or demonstrated competence appropriate to the grade level he or she will teach at the Academy. The position also requires a strong desire to work in a structured environment where academic achievement is the overriding objective of all instructional activity.

Any IA hired by Littleton Academy shall have such education, training, experience or demonstrated ability as the Principal deems necessary for him or her to effectively assist teachers in the classroom.

All of the foregoing positions also require setting an example of intellectual curiosity, critical thinking, self-motivation and self-discipline for students, staff and community and demonstrated honesty, personal responsibility and respect for others.

Other Requirements

Upon employment, principals, vice-principals and teachers shall file with the Littleton Public Schools:

The Oath of Allegiance required by the State of Colorado
A tax form W-4
A health certificate signed by a physician on a form provided by the Littleton Public Schools
A Public Employees Retirement Association membership application form
Authorization and application for any other form of payroll deduction
US Department of Justice (Immigration and Naturalization Service) Employment Eligibility Verification form I-9

Assignments

No Littleton Academy employee shall be assigned to a position which makes him or her the direct supervisor or evaluator of a member of his or her immediate family. Members of an immediate family for the purpose of this policy are: spouses, children, stepchildren, parents, stepparents, siblings, stepsiblings, mothers-in-law, fathers-in-law, grandparents, grandchildren and persons residing in the same quarters as an Academy employee at least one-half of each month in the immediately preceding twelve month period or receiving at least one-half of their financial subsistence from an Academy employee each month in the immediately preceding twelve month period, regardless of their legal relationship to the Academy employee. This proscription shall not be deemed to prohibit a teacher from serving as the classroom teacher of his or her own child(ren) or stepchild(ren).

Mission Statement and Philosophy Statement

Copies of several mission statements are included in the earlier text. However, because of lack of space, and because statute does not require one, no philosophy statements are included there. None the less, it is very beneficial for the founders to draft a philosophy statement as well as a mission statement.

The philosophy statement should deal with basic underlying assumptions about education and learning. It should deal with the reasons for schooling and basic assumptions about human beings. If for instance, the founders believe that children are by nature driven to learn and learn best if they are free to explore their environment and choose what to learn, that should be a part of the philosophy statement. On the other hand, if the founders believe that children should have a prescribed curriculum delivered in a teacher directed manner, say that. Those kinds of assumptions may or may not be stated explicitly as part of the mission statement, however parents and staff need to know before they choose a school what core values about education are assumed.

Because the Charter Schools Act does not require a philosophy statement, few of the charters include one. However, it is an opportunity for a founding group to determine which core assumptions it shares. On the other hand, it is also an opportunity to deal with issues which are not areas of agreement. Issues upon which there is not agreement need to be resolved. It is best if such issues can be discussed and some agreement reached before the group finalizes the application and begins implementing the program. Included are two examples of philosophy statements that may help frame the thinking to draft one.

PART I: INFORMATION REQUIRED BY THE CHARTER SCHOOL ACT

Section (a)

Mission Statement

Pursuant to Colo. Rev. Stat. Section 22-30.5-106(1)(a) the Academy's board of directors submits the following mission statement, which is consistent with the principles of the general assembly's declared purposes in the Charter School Act.

The mission of Lincoln Academy is to help students attain their highest social and academic potential through an academically rigorous, content rich educational program.

1. Mission Statement

Sci-Tech Academy, a prototype 21st century school, uses state-of-the-art technology to provide a sound educational environment grounded in the fundamental skills of a traditional college preparatory curriculum. The environment will be individually structured to optimize each student's growth, so that all students, including "at risk" pupils and those who are challenged with learning differences, will acquire a first-class education.

a.1

Mission Statement of the Littleton Academy

Colorado Revised Statutes 22-30.5-106 (1): "The charter school application shall be a proposed agreement and shall include: (a) The mission statement of the charter school, which must be consistent with the principles of the general assembly's declared purposes as set forth in section 22-30.5-102 (2) and (3)

The Littleton Academy, consistent with the principles of the Charter School Act, has adopted the following Mission Statement:

Mission Statement:

The mission of the Littleton Academy is to provide, within the Littleton community, a content-rich, academically rigorous education with a well-defined, sequential curriculum in a safe, orderly and caring environment.

Philosophy Statement:

Student academic achievement is the primary goal of the Academy. The underlying philosophy is that in order to master higher level skills, students must first master the fundamentals. Mastery - the ability to demonstrate knowledge repeatedly and accurately or display a skill - requires repeated exposure to the subject matter, increasing degree of challenge and considerable practice both at school and at home. Mastery of the core academic subjects is central to the concept of the Academy.[1]

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[1] The Traditional School Concept Paper, prepared under the auspices of the Littleton Public School Board of Education, presents an articulate description of a traditional school. That paper is attached as Appendix B and by this reference made part hereof.

The following components are integral to the success of Littleton Academy:

1. Curriculum

The curriculum for the Littleton Academy is chosen for its demonstrated success in currently operating traditional schools. Textbooks are an essential part of the learning and teaching process and provide the needed continuity to the sequence of the curriculum. The rigorous curriculum emphasizes reading, writing, spelling, vocabulary, mathematics, science, geography and history. Students are expected to apply knowledge and skills across content areas. Music, art and physical education are considered a vital part of the Academy's curriculum.

Well-structured and sequential phonics-based reading instruction is emphasized for grades K-3. Correct spelling and vocabulary development are emphasized at all grade levels. Content is important. As observed by E. D. Hirsch, Jr., "...successful reading also requires a knowledge of shared, taken-for-granted information."....[2] The Academy goes beyond ensuring mastery of basic language arts skills to providing students with knowledge and appreciation of literature, culture and American heritage. The Academy strives to instill in students a sense of responsible citizenship, patriotism and respect for the institutions of this country. Included in the curriculum is a study of history and geography. Math computation, including arithmetic, is considered an essential building block for developing higher levels of competence and problem-solving capabilities. Memorization is considered a valuable step along the path of intellectual growth and will be expected across all subject areas. Students have a thorough grounding in the physical and natural sciences and understand the applications of the scientific method.

2. Staff

A competent, motivated teaching and administrative staff is crucial for Littleton Academy's success. The principal provides instructional leadership for the Academy and inspires implementation of the academic mission. The principal is accountable for the continuous academic growth and improvement of all students. The principal hires the teaching staff with oversight from the Governing Board. The principal is responsible for evaluating teacher performance and is responsible for the ongoing professional development of the teaching staff.

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[2] Hirsch, E.D. Jr., Kett, Joseph F., Trefill, James, The Dictionary of Cultural Literacy (Boston: Houghton Mifflin, 1988) p.xi)

Teachers are responsible for implementing and amplifying the defined curriculum. Teachers are chosen for their skills in instructional and classroom management and their ability to communicate effectively with students, parents and administration. Teachers are expected to participate in staff development programs. Guided by the philosophy of the Academy, teachers are to explore and utilize the most effective instructional strategies to accommodate a variety of student needs.

3. Environment

Littleton Academy is characterized by a safe, orderly and caring environment. The Academy is organized into specific grade levels, each with a well-defined, sequential curriculum. The school days are structured and consistent; interruptions to the instructional day are minimized. The daily schedule is designed to maximize academic time. Teacher in-services are clustered so that students will not have frequent off-days during the school year. The dress code for students, which may include uniforms, visually communicates an expectation of respectful behavior.

Littleton Academy believes that all children can achieve and that many learn best in a structured environment. Teacher-directed classroom instruction is considered the most effective way of maximizing learning. The Academy recognizes that there are diverse student needs and that teachers must consider those diverse needs in providing instruction.

The family-school connection is crucial to student success. Parents sign a contract with the Academy defining their involvement in the education of their children and agreeing to work a specified number of volunteer hours for the Academy. Students are responsible, with parental support, for their attendance, punctuality, homework and behavior at school.

4. Assessment

Assessment of student learning and achievement is done frequently to ensure the progress expected by parents and the Academy. The results of assessments are shared with parents. Grade-level standards and high expectations for student mastery of content and quality of work are clearly defined. Uniform criteria are used to determine letter grades. Homework is required of students, and assignments are expected to be completed on time and are graded. Report cards with letter grades are sent home so that parents have a clear understanding of a student's level of performance. Objective standardized tests and other objective means of assessment are used as appropriate. Retention (holding a student back) is acceptable if grade-level standards are not met.

A solid textbook-based curriculum which has been proven successful, a motivated teaching staff, a supportive environment with clearly defined behavioral expectations and frequent assessment are the hallmarks of the school. The result is superior education.

LIBERAL ARTS SECONDARY SCHOOL
MISSION STATEMENT

The goal of the Liberal Arts Secondary School* is to provide students with a sound liberal arts education providing continuous challenge to all students with specialized support as needed. Our goal is further clarified by Jacques Barzun's compelling quote:

> "...that schooling should begin at the beginning and not set out with hopeful endings; that it should make use of reasons and ideas, but not neglect memory and practice; that it should concentrate on rudiments so as to give a body of knowledge to some and the foundations of higher studies to others--well, what is the goal of such schooling? It is to turn out men and women who are not wide-eyed strangers in a world of wonders, but persons whose understanding of what they see makes them feel more at home in our inescapably double environment, natural and man-made."[2]

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*The name used throughout the proposal is a temporary name. The Initiating Committee will be responsible for naming the school prior to its opening.

[2] Jacques Barzun, Begin Here: The Forgotten Conditions of Teaching & Learning (Chicago: University of Chicago, 1991) p. 95.

LIBERAL ARTS SECONDARY SCHOOL
GOALS & OBJECTIVES
PUPIL PERFORMANCE STANDARDS

PHILOSOPHY AND GOALS

The Liberal Arts Secondary School has been developed to continue the alternative educational environment exemplified by the Dennison Fundamental Alternative School program. It is based on the belief that all students, not just an elite group, should be held to rigorous academic and behavioral standards, and that all students can achieve in a challenging program. We, the Initiating Committee, believe the purpose of education is to convey an essential body of cultural knowledge to the next generation, and that a solid liberal arts education is required in order for all citizens to be effective participants in their communities.

Independent, analytical reasoning, based on objective knowledge, is an essential skill and will be encouraged throughout the program. There will be an emphasis upon year-to-year sequential continuity in the development of basic knowledge and competence, with gradually increasing complexity and requirements. A mastery of the skills and knowledge acquired through the study of the basic academic subjects is the foundation for all subsequent learning, regardless of the student's future pursuits.

Though the academic disciplines are distinct, they are also related and reinforce each other. A sound, content-rich curriculum should consist of a healthy balance of required basic subjects, augmented by equally challenging electives. The students will be evaluated using an objective grading system which will have letter grades (A through F). Each graduate of the school will have completed successfully at least the following areas of study:

- 4 years of **English** - reading and analyzing major works of literature, writing as a means of thinking, public speaking, and critical listening
- 4 years of **Social Studies** - Western Civilization, World History, American History, American Government, and Geography

- 3 years of **Mathematics** - Algebra I, Geometry, and Algebra II
- 3 years of **Science** - Biology, Chemistry, and Physics
- 3 years of **Foreign Language**
- 1 course in the **Fine Arts**

All students must demonstrate ability to use a computer for basic word processing, participate in physical education, and choose electives to complete the 22 credits required for graduation. Students desiring a more challenging level of studies may select the International Baccalaureate (IB) courses to replace required courses during their junior and senior years.

There are several operating principles critical to successful implementation of this philosophy.

1. Good discipline and order will be maintained to ensure an atmosphere conducive to effective teaching and learning.
2. Courtesy and respect for high moral and ethical standards will be required, and patriotism will be emphasized.
3. Class sessions will meet daily for a consistent period of time on a regular schedule.
4. Students will remain on campus during the entire school day.
5. At specified intervals, each student will receive letter grades based on individual performance, in each course of study.
6. Teachers will have the responsibility to assign homework which is purposeful and relevant.
7. Assigned textbooks will be mandatory for each student in each course. In addition, other resources will be available, and the use of primary sources will be encouraged.
8. Parental involvement will be strongly encouraged.
9. For students in need of special assistance, tutoring will be available.

Public Attendance at Steering Committee Meetings - Policy

It is important for the parents, staff, and students at D'Evelyn Jr/Sr High School to express interest in, and concern for, the school to the Steering Committee. However, Steering Committee meetings are primarily to conduct the business of the school in setting policy for D'Evelyn and determining that the philosophy of the school continues on course.

The Steering Committee encourages anyone to attend its open meetings. Steering Committee meetings are public in the sense that they are conducted in public with the exception of executive sessions which are held to discuss matters not appropriate for public disclosure.

People wishing to make requests, presentations, or proposals to the Steering Committee should first contact the principal, who will respond according to the guidelines adopted by the Steering Committee.

Complaints are always best resolved at the level where they arise: between parent and teacher or student and teacher, at the classroom level. In the event the problem has not been satisfactorily resolved, a parent, student, or teacher may request a meeting with the principal. The intent of the rules is:

1. to allow everyone a fair hearing;

2. to allow the principal to take direct action so the matter can be resolved at once;

3. to minimize the possibility of the Steering Committee making ill-advised, illegal, or improper rulings due to hasty action in the absence of adequate information and study, especially in cases in which no clear policy exists;

4. to see that time devoted to public participation is used wisely without interfering with the Steering Committee's scheduled business.

The Chair retains the authority to allow or refuse presentations by any person(s) outside the D'Evelyn community.

If this concern is not resolved to the satisfaction of the parties involved, parents may appeal to the Choice Area Administrator.

Adopted 4/14/97

Public Attendance at Steering Committee Meetings – Regulation

In accordance with state law and Steering Committee policy, the Steering Committee welcomes people to attend its open meetings. The following rules are intended to simplify and expedite matters while insuring their full consideration:

1. All concerns involving individual teachers or classroom situations will be discussed with the teacher first, and if necessary, with the principal.

2. If the problem cannot be resolved with the principal, it may be brought to the Steering Committee by either of the following methods:

   a. Any individual may send a letter of concern to the Steering Committee, which will receive a response;

   OR

   b. An individual may arrange according to the following steps to speak with the Steering Committee:

   - Arrangements must be made with the Steering Committee at least a week before the scheduled meeting—with the expectation of no more than five minutes to present;
   - Questions and problems must be submitted in writing at the time the arrangements are made;
   - Groups should indicate whom they represent;
   - The Steering Committee will not respond to a question or problem immediately; a response will be made only after due deliberation, which usually cannot be until the next meeting;
   - If questions or problems relate to specific persons - students or staff - the Steering Committee may choose to discuss the matter in executive sessions as per the policy regarding executive sessions;
   - Certain issues may be heard at once, without written notice, if the principal or Steering Committee Chair agrees that delay would cause unacceptable problems.

3. No anonymous complaints will be considered.

These rules are not meant to prevent anyone from bringing a legitimate concern to the attention of the Steering Committee. They are meant to resolve matters in the simplest, quickest, and fairest way possible for all concerned, and to ensure that the Steering Committee's meeting time is spent effectively.

Policy Defining Criteria for Granting Course Credit for Correspondence, Summer School and College Courses

Each of the following criteria must be met to a high degree to grant course credit:

- Course content within the stated liberal arts criteria for graduation credits—Core Curriculum: English, Social Sciences, Foreign Language, Science, and the Fine Arts as well as courses listed as pragmatic courses (P.E., Computer Keyboarding and Programming, and Journalism)—see attached list
- Scope, focus, and content of the course parallel to a comparable D'Evelyn course
- Course objectives and philosophy congruent with D'Evelyn's philosophy

Regulation:

- Department members and or Steering Committee may be consulted for questions about curriculum
- Principal makes final determination

Adopted June 2, 1997

Enrollment Policy for Children of D'Evelyn Staff Members

- The child of a full-time D'Evelyn Staff member is considered to be on the D'Evelyn lottery selection list effective on the date of the parent's hiring for full-time employment.
- Three years from that date, if not previously selected by lottery, the child will enter three year priority pool.
- This policy is effective retroactively to August, 1994 (D'Evelyn's opening date).

Approved 6/2/97

Executive Sessions

Discussions pertaining to the items listed below require the Steering Committee to meet in executive session. Executive sessions are conducted in private with no minutes recorded. No official, final action may be taken by the Steering Committee in executive session. All members are duty-bound not to disclose any details of the discussions held in executive session.

The full Steering Committee may meet in executive session for the following reasons:

1. Training or orientation sessions conducted to assist members of the Steering Committee in the fulfillment of their duties;
2. Preliminary discussions of tentative information relating to personnel needs;
3. Matters in which the names, performance, and discipline records of individual students are discussed;
4. Materials and information concerning criminal or civil actions which are not part of a public court record or related to personnel matters;
5. Discussions of the content of documents protected by privacy laws except where related to personnel matters.

The Cabinet: An executive committee of the Steering Committee, otherwise known as the Cabinet, shall be comprised of the principal and the parents serving on the Steering Committee. The purpose of the Cabinet shall be to avoid a conflict of interest for staff members serving on the Steering Committee.

This Cabinet shall meet in executive session as appropriate to deal with issues listed below.

Discussion of personnel issues including:

- An employee's qualifications;
- The hearing of employee disciplinary or dismissal cases;
- Personnel matters in which the names, competency and abilities of individual employees are discussed.

Adopted: 3/31/97

FOREIGN STUDENT POLICY

Foreign students are welcome at D'Evelyn, as their presence benefits the entire student body as well as providing a rich experience for the foreign student. As a result of the School District's cap on D'Evelyn's enrollment, and county residents waiting to enroll, the parameters for admittance of foreign students are as follows:

- Foreign students are not considered siblings for the purpose of enrollment priority.
- An opening may be offered to a foreign student at the point that no county resident is waiting for that space. Once a space is offered to, and accepted by, a foreign student, that student may not be "bumped" by a resident student.
- *Two spaces above the student count per grade level in each of the junior and senior classes will be reserved for foreign students.*
- Foreign students must have demonstrated a good understanding of English through a formal examination.
- Foreign students will be full-time students, taking courses that would lead to a diploma if they were to continue their schooling at D'Evelyn. The foreign language requirement is waived, as the student will be studying English.
- The Jefferson County Board Policy JECBA and JECBA-R apply.

Adopted 6/9/97

Parental Challenges to D'Evelyn's Curriculum

Background:
D'Evelyn's liberal arts curriculum, which defines the school, has been purposefully selected to expose students to scientific theories, varying types of literature and the arts, and the history and culture of civilizations and religions, without expecting students to espouse all ideas presented. Since D'Evelyn's focus and content are clearly defined, parents with numerous or significant requests for variations will be encouraged to seek another school more suited to the family's beliefs.

While the expectation at D'Evelyn is that parents allow their children to learn about points of view other than their own, it is the parents' right to oversee what their students are taught. Opinions differ regarding the appropriateness of curriculum offerings and materials; from time to time, a parent may take exception to a particular class, text or book. Therefore, the following guidelines are necessary.

Policy and Implementation:
The school will make curriculum available for review and will provide copies of appropriate policies on potentially controversial topics, when requested.

It is the responsibility of the parent to notify the school of a potential curriculum conflict as soon as possible in the school year. The parent will review the curriculum in question and discuss any concerns with the teacher prior to seeking any variation in assignments. Informal discussion between the parent and teacher may resolve the conflict when the reason for using a particular book or curriculum is made clear

Any formal request for variation in assignments will first be directed, in writing, to the teacher and must include specific reasons for the request being made, e.g. violation of specific religious beliefs. The parent and teacher will discuss the concerns and seek to come to agreement. Students will not be exempt from assignments, but will be expected to complete any alternate assignments of equal educational value.

If the parent and teacher cannot reach an agreement, the principal will be consulted. The principal may render a decision or, at his/her discretion, convene an ad-hoc committee to examine the materials in question. The person filing the complaint will be invited to take part in the committee.

If resolution is not achieved, the Steering Committee will consider the facts and opinions represented, and render a decision.

Adopted: 3/31/97

Public Writing and Speaking Policy

The academic reputation of the school is determined by the performance of D'Evelyn students and is a strong factor in attracting students and staff to the school. However, the public perception of D'Evelyn is also influenced by written and verbal communications, as well as the manner of interactions of those people representing D'Evelyn. Thus, it is important to present an accurate and consistent image to the community at large. The following policy provides guidelines for official communications.

Policy:

1. Written materials intended for use outside the D'Evelyn community, bearing D'Evelyn's name, must be reviewed for accuracy of content and conventions of the English language (grammar, spelling, etc.). The Steering Committee, or its designee, will perform this function.
2. Individuals publishing or speaking for D'Evelyn Jr/Sr High School in any official capacity must obtain approval from the Steering Committee, administration or its designee, prior to the intended publication or speaking engagement.

Regulation:

1. Materials must be submitted with sufficient time to allow for adequate review (at least two weeks prior to the event or deadline).
2. The Steering Committee may provide training and guidelines for individuals desiring to serve as spokesmen for D'Evelyn on an "as needed" basis.
3. The Steering Committee may request a demonstration of presentations as part of the approval process.

2/97

Policy to determine Valedictorian and class rank at D'Evelyn High School

In order to recognize the D'Evelyn students who have achieved at the very highest level academically the following apply:

1. **Class rank** for all students at D'Evelyn High School will be determined by weighting grades as follows:
   A=5 pts for Honors, Advanced Placement (AP), and Post-Secondary Options Core classes (Core Classes are English, History, Mathematics, Science, and Foreign Language).

   The following courses shall not count in class rank determination:

   - Student Assistant *(applies to all students)*
   - Outdoor Lab
   - Special Education support classes
   - Anything not listed on the Liberal Arts or Pragmatic section of the attached list

2. **Straight GPA based on A=4 pts shall be used on transcripts.** Class rank on transcripts shall be determined by A=5 pts for the courses identified above.

3. **To be Valedictorian, students must:**

   - Have the highest weighted grade ranking in the senior class. Such honor may be shared.
   - Have attended D'Evelyn High School for two (2) complete school years.
   - Have completed twenty (20) credits in Core subjects.

Adopted 5/19/97

Liberal Arts Courses

A minimum of 22 credits for graduation at D'Evelyn must include the required Liberal Arts Courses for graduation and addition Liberal Arts courses or courses from the Pragmatic list. Courses from the Vocational/General list will appear on the transcript as credit beyond the 22 required credits for graduation.

"Since as long ago as the Renaissance, the liberal arts have been understood to be opposed to vocational specialization." "A liberal arts curriculum is about connections. 'Liberal' in this sense means free—free to think beyond the boundaries of a particular discipline, to think about one discipline in terms of others. In *The Great Conversation*, Robert Maynard Hutchins wrote: 'The liberally educated man understands, by understanding the distinctions and interrelations of the basic fields of subject matter, the differences and connections between poetry and history, science and philosophy, theoretical and practical science; he understands that the same methods cannot be applied in all these fields; he knows the methods appropriate to each.'"

–*The National Review College Guide* (1993)

" A well-trained mind is made up, so to speak, of all the minds of past ages; only a single mind *has been educated during all that time."*

–Bernard de Fontenelle

"The liberally educated person is one who is able to resist the easy and preferred answers, not because he is obstinate but because he knows others worthy of consideration."

–Allan Bloom

Liberal Arts Courses

English (Literature, composition)
Pure Mathematics
Foreign Language
History, Geography, Government, Sociology,
    Economics Psychology, Anthropology
Biology, Chemistry, Physics, and other
    laboratory sciences
Fine Arts (Music, Visual Art, Theater
    including history and theory)
Humanities, Philosophy

Examples of Vocational/General Courses

Home Ec, Teen Living, Woodshop,
Business math or other business courses
Student Council, Auto Mechanics
Drafting, Electronics
Applied/consumer math
Life Management
World of Work
Food Experience
Executive Internship

Credit Allowed for Pragmatic Reasons

P.E.
Computer (Keyboarding and Programming)
Yearbook
Forensics/Speech
Journalism *(transfer credit only)*
Creative Writing

Any credits needing further review must be referred to the principal for a decision.

Adopted 5/19/97, Amended 6/2/97

DISCIPLINE POLICY AND PROCEDURE

One of the most important lessons for any student to learn is how to respect authority, respect the rights of others, and take care of his own and other's property. Additionally, no student will be allowed to disrupt the education of other students without consequences. Although it is necessary to have school and classroom rules, our emphasis will not be on do's and don'ts, but on guiding the student to a proper response to any given situation. In order to accomplish this, we must set discipline standards that are enforced fairly and consistently, and which reflect the character education objectives of TCA.

Since the classroom teacher is the one who works closest with the children, he or she carries the bulk of the discipline responsibility. It is important that the teacher work closely with the parents in these matters and that communications are open, honest, and of a timely nature. It is of utmost importance that the teacher and parents work together as a team in discipline matters.

Discipline Procedure:

1. The Issuance of an Incident Report:

If a student has not responded to warnings issued by a supervising adult, this student may be issued an "Incident Report" for an incident that reflects poor or unacceptable behavior. This form will state the facts of what has happened and the action taken by the teacher or adult supervisor. The parent must sign the form with a note as to the actions they took in the matter. An after school detention can be assigned for the misbehavior. Three " Incident Reports" in reference to similar misbehavior will result in a "Disciplinary Referral."

2. The Issuance of a Disciplinary Referral.

A "Disciplinary Referral" may be issued at anytime for disobedient behavior, fighting, bad language, poor attitude, rebellion, disregard for school rules, or property, or similar incidents. If a pattern of poor behavior is established, a disciplinary referral may also be issued. The parent will be contacted by the Principal and in most cases a conference will ensue. After school detention or other appropriate consequence will be assigned.

3. Suspension.

If a student receives three "Disciplinary Referrals" in a nine week period (the nine weeks starting with the first disciplinary referral) the student will be put on disciplinary/attitude probation. If a student receives a fourth or fifth disciplinary referral in a nine week period, he/she may be suspended from school for one to five days.

Strategic Planning: Goals and Objectives

Goals and objectives from several charter school applications are included in this section. These examples were chosen because the goals and objectives were easily measurable. While it sounds good to have as a goal, "children will experience the joy of learning," it is quite another matter to measure joy. However, stable enrollment as a goal is measurable—one need merely track the percentage of students who re-enroll in the school each year.

In some cases goals and objectives are dealt with separately. In others, the two are lumped together, as in the Core Knowledge Institute of Parker Application. Use the method that works for the application, but remember that both pieces must be covered: where you want to go and how you intend to get there.

When setting goals and objectives, remember that compliance with state content standards, state accreditation, accountability, and the third grade literacy law must be taken into consideration.

The John Irwin School of Excellence application process—if the school decides to apply for such designation—helps to focus the discussion as the governing board sets goals and objectives for the following year and does strategic planning for the future. Included in this section are several of the Contracts for Excellence from charter schools that have received such designation.

Section (b)

Goals, Objectives and Pupil Performance Standards

Pursuant to Colo. Rev. Stat. Section 22-30.5-106(1)(b) the School's board of directors has adopted the following goals, objectives and pupil performance standards to be achieved by the School.

1. Goals

A. Attendance

The importance of regular attendance cannot be overstated, and the School will strive for consistently high attendance rates. The School will identify and address non-illness related situations that could prevent or hinder regular attendance.

B. Stable Enrollment

In order to benefit the individual child as much as possible, the School will make every effort to maintain a stable enrollment during the term of the Charter.

C. Discipline

Discipline and classroom disruptions will be handled within the classroom with assistance, where appropriate, from the principal. Students and instructors will respect each other and their surroundings. Corporal punishment will not be used.

D. Community Involvement

The School intends to provide an educational system that serves the needs of the community and the parents and provides parents an unprecedented opportunity for hands-on involvement in the structure and operation of their children's school.

Since it opened Jefferson Academy has become a model for community/parental involvement in the education process. For example, last year parents volunteered more than 6,000 hours, which is 25% of the school's budgeted staffing hours (not including EAs). Obviously, many of these same parents would be involved in the School's program.

II. Objectives

A. Attendance

The School will achieve an attendance record meeting or exceeding that of the average middle school within the District. To assist in meeting this goal, the School will facilitate voluntary car pooling among students' parents.

B. Stable Enrollment

The School will strive for a voluntary re-enrollment rate of 100% of the eligible student population in years two through five of the Charter. This is not an unrealistic goal given the fact that of the nearly 200 students enrolled at Jefferson Academy in the 1994-95 school year, only three did not return for the 1995-96 school year.

C. Discipline

Instances of second referrals for discipline problems will account for 3% or less of the entire student population.

D. Community Involvement

Parental support is highly encouraged. The School has set a goal of parental and community involvement equal to at least 15% of the entire staffing hours budgeted each year.

II. Pupil Performance Standards

So that the District can measure the success of the School as compared to public schools, in the Fall of 1996 the School's students will be required to take the ITBS. This will establish the baseline for the School's program. This process will be repeated in the Spring of 1997 and each Spring thereafter. The School has established a goal of 7% annual increase in median scores in all subject areas. The School's ultimate goal is to achieve an average median attainment level of 80% in all subjects for all grade levels.

The learning disables would be exempt from the standards, and standards relevant to individual situations would be adopted in their place. Such exemptions would become part of the information exchange with the District and be included in all reports.

Requirement #4
Three – Year Goals

SCHOOL ATTENDANCE
Core Knowledge of Institute of Parker will maintain the attendance rate attained during the first year (1994-95) baseline data. This rate will equal or exceed the average of Douglas County Schools. All absences will be called into the office by a parent of guardian; those not called in will be followed up with a phone call from the office.

ACHIEVEMENT
Comprehensive Test of Basic Skills (CTBS)
Core Knowledge Institute of Parker will raise CTBS composite scores for grades 3 and 6 by 5% per year over the first year (1994-95) baseline data. Scores will meet or exceed district averages in years 1995-96, 1996-97.

ACHIEVEMENT
Michigan Education Assessment Program (MEAP)
After baseline data is established (1994-95), reading assessment results will be raised 5% per year for both fiction and non-fiction comprehension. Core Knowledge institute of Parker will meet or exceed district averages in years 1995-96, 1996-97.

ACHIEVEMENT
Teacher's Observation Assessment
In every content area, teachers will determine the number of students who are working below, at and above grade level expectations.

1. In January and May, teachers will which enrichment activities were used for the students who were working above grade level expectations.
2. Students consistently working below grade level will, with parental input, have a specialized learning plan developed for them.
3. The number of students judged to be working at grade level will increase by 5% in 1995-96 and 5% in 1996-97. Likewise, there will be a 5% per year increase in the number of students judged to be working above grade level.

ACHIEVEMENT
Scope and Sequence
A monthly scope and sequence for the Core Knowledge Curriculum will by developed by December 1, 1994. This will assure that the curriculum is integrated and that the teachers, students, and parents are informed of the content to be covered each month. This method allows all parties to be held accountable.

Requirement #4 (cont.)

ACHIEVEMENT
Foreign Language-French or Spanish
The school year 1994-95 will be spent as a vocabulary building year. Students will learn sentence structure and become familiar with the spoken language. Students in Kindergarten through third grade will be read aloud children's literature. Students in grades four through seven will read children's literature. In the school year 1995-96, students in grades four through seven will read literature selected from the Core Knowledge Curriculum and respond in writing to comprehension questions. Students in Kindergarten through third grade will have selections read aloud to them and respond orally to comprehension questions. This will serve to tie the curriculum into foreign languages being learned.

GRADUATION RATE
Dress Code
Core Knowledge Institute of Parker will increase graduation rates by maintaining a positive school environment. Uniforms and a strict dress code will be used to decrease competition and teasing over wardrobe.

GRADUATION RATE
Office Referral
After a baseline is established (1994-95), office referrals for discipline reasons will decrease each year by 5%.

GRADUATION RATE
Student Satisfaction
As demonstrated by a student survey, student satisfaction and pride in academic accomplishments will increase from baseline data (1994-95) by 10% in 1995-96 and 1996-97.

GRADUATION RATE
Parental Satisfaction
Excluding natural attrition, parents will voluntarily re-enroll their child/ren at a rate of 90% each year of the Institute. All parents who withdraw their child/ren will be interviewed and the reasons for withdrawal will be documented. We believe that parents who are satisfied with the education their children are receiving are more likely to encourage their children to finish school.

Section (b)
Goals, Objectives and Pupil Performance Standards

Pursuant to Colo. Rev. Stat. Section 22-30.5-106(1)(b) the Academy's board of directors has adopted the following goals, objectives and pupil performance standards to be achieved by the Academy.

I. Goals

A. Attendance

The importance of regular attendance cannot be overstated, and the Academy will strive for consistently high attendance rates. The Academy will identify and address non-illness related situations that could prevent or hinder regular attendance.

B. Stable Enrollment

In order to benefit the individual child as much as possible, the Academy will make every effort to maintain a stable enrollment during the term of the Charter.

C. Discipline

Strict discipline and order will be maintained. Students are expected to respect authority, accept responsibility, respect the rights of others, take care of their own property and be careful with the property of others. No student will be allowed to disrupt the education of other students. Corporal punishment will not be used. School rules will be enforced by the administrator and staff.

D. Community Involvement

The Academy intends to provide an educational system that serves the needs of the community and the parents and provides parents an unprecedented opportunity for hands-on involvement in the structure and operation of their child's school.

Additionally, the Academy will establish liaisons with the business community through personal contacts by Academy representatives.

II. Objectives

A. Attendance

The Academy will achieve an attendance rate of 95% or better. To assist in meeting this goal, the Academy will have:

- Teachers contact absent students within one school day to make sure make-up work is clearly assigned and thereby reducing the impact on overall school work when returning to school.
- Students be recognized each semester for perfect attendance through classroom awards.
- Students be recognized for good work and behavior.
- Student work displayed in the classrooms and hallways.
- Students with absences in excess of five percent be contacted by the teacher and/or Principal to determine causes for absences. Strategies will be developed to help the student improve attendance.
- Parent involvement.

B. Stable Enrollment

The Academy will strive for a voluntary re-enrollment rate of 100% of the eligible student population in years two through five of the Charter.

C. Discipline

Instances of second referrals for discipline problems will account for 3% or less of the entire student population.

One of the most important lessons for any student to learn is how to respect authority, respect the rights of others, and take care of his own and other's property. Additionally, no student will be allowed to disrupt the education of other students. Although it is necessary to have school and classroom rules, the Academy's emphasis will not be on do's and don'ts, but guiding the student to a proper response to any given situation. In order to accomplish this, we will set discipline standards that are enforced fairly and consistently.

D. Community Involvement

The Academy strongly encourages parental involvement in all aspects of school life, including: classroom support for teachers, helping teachers make projects, providing transportation for a school activity, writing grants, fund raising, serving on a school committee, or any other activity that benefits the Academy.

The Academy will also establish a Community Building Committee to develop liaisons with the business community.

III. Pupil Performance Standards

The Academy exists to fulfill the students' educational needs. So that the District can measure the success of the Academy as compared to other public elementary schools, students will be tested with the ITBS Forms G & K upon entrance in the fall of 1996 and again in the Spring of 1997. The Academy will then tabulate the median test scores in each subject area, cross-referenced by race/ethnic guidelines and gender. This will establish the baseline for the Academy's program. This process will be repeated each Spring. The Academy has established a goal of a 5% annual increase in median scores in all subject areas. The Academy's goal is to achieve an average median attainment level of 80% in all subjects for all grade levels.

The learning disabled would be exempted from the standards, and standards relevant to individual situations would be adopted in their place. Such exemptions would become part of the information exchange with the District and be included in all reports.

THE GOALS OF THE CLASSICAL ACADEMY

A classical approach to education seeks to inspire excellence by holding forth examples in each subject field which have stood the test of time and have been widely recognized as the very best. It is a philosophy in which students are taught time-tested, high quality literature, art, and music, as well as science, mathematics, language arts, geography, and history. In addition, students will learn the best in modern thought on these subjects. The key pillars of "a passion for learning, analytical thinking, and virtuous character" will all be based on a solid foundation of knowledge.

The over-all goal for students who attend The Classical Academy is that they will be challenged with a content-rich program and rigorous standards within a school climate where learning is enjoyable.

The students will learn:

1. To read well and understand high quality, traditional literature of western civilization.
2. To communicate well in writing and speech through specific instruction in format, grammar, and style.
3. Key concepts in mathematics and how to apply them.
4. Western civilization, culture, and geography.
5. World history, culture, and geography, as well as key philosophies which have been influential in world events.
6. Major theories, concepts, and facts in science and application of scientific knowledge through hands-on experiences.
7. Fundamentals, history, methodology, and expression of music and the arts.
8. Communication skills in Spanish beginning in early grades.
9. Key facets of Latin to enhance vocabulary and understanding of the English language.
10. Respect for their bodies, how to keep them healthy, and the critical way in which good health and physical well-being relate to success in other areas.
11. Moral literacy—the training of the heart and mind toward the good. As Aristotle wrote, good habits formed at youth make all the difference.
12. How to think analytically through inductive, logical, and creative reasoning.

Reading/Language Arts Objectives

1. Students will begin with language exploration, letter recognition, and learning about the tools of reading. They will then progress to intensive, systematic phonics instruction. As soon as students learn to read, quality classical and modern literature will be used as the core reading program.

2. Students will learn to spell using the elements of phonetic reading instruction. They will also learn to spell basic sight words that do not follow a phonetic pattern. Spelling words will become more complex as students progress in reading skills.
3. Students will learn skills in listening and reading aloud.
4. Students will experience the presentation of time-honored literary characters, themes, and selections as a part of their reading experience in the classical mode.
5. Students will learn the rudiments of English grammar, syntax, and the key elements of expository, creative, and research writing. They will write essays, stories, journals, and research papers.
6. Students will be required to organize and complete public speaking presentations.
7. Students will participate in dramatic interpretations, as well as memorization of literary works.

Mathematics Objectives

1. Students will learn basic mathematical concepts through memorization in conjunction with concrete, hands-on experiences.
2. Students will memorize important math facts and principles.
3. Students will learn key math facts and concepts, moving from the concrete to the abstract, including application of math principles.
4. Students will receive directed, systematic instruction in higher level mathematics.

Social Studies/Civics Objectives

1. Students will learn western and world history, geography, and culture.
2. Students will learn American history, geography, culture, and governmental principles.
3. Students will learn Colorado history, geography and government.
4. Students will memorize geography facts such as states and capitals, continents and oceans, countries and capitals, etc.
5. Students will learn market principles of major world economics.
6. Students will learn about major world religions.

Science Objectives

1. Students will learn scientific facts, principles, and laws of science.
2. Students will learn key scientific theories.
3. Students will learn to create and test scientific hypotheses through the interactive approach using the scientific method.

Objectives for Music/Art

1. Students will learn the methods and the fundamentals of music and the arts.

2. They will learn the history of music and the arts.

3. Students will have the opportunity to participate in individual artistic expression, thereby applying their knowledge of the fundamentals and methods.

Health/Physical Education Objectives

1. Students will develop their fine and gross motor skills through exercise and athletic training.

2. Students will learn basic rules of major sports.

3. Students will learn about their bodies and how to maintain good health.

4. Students will learn the value of balancing physical, mental, and emotional health.

Character Education Objectives

1. Students will be able to identify and describe various character traits and qualities that have traditionally been valued by society.

2. Students will learn how to think analytically about these virtues and why they are necessary in order for a democracy to function well.

3. Students will consider their own behavior and attitudes in light of the ideals presented.

4. Students will be able to identify historical and mythical figures who embody various character traits.

Analytical Thinking Objectives

1. Students will be taught to reason using the Socratic method.

2. Students will be taught the basic skills of logic.

3. Students will learn how to distinguish fact from opinion.

4. Students will learn how to isolate variables of interest in order to determine cause and effect relationships.

5. Students will learn that information has varying degrees of reliability, and that few information sources are perfectly objective.

6. Students will learn to defend and refute theories by using various types of evidence and information. The difference between legal/historical evidence and mathematical/scientific evidence will be learned.

Spanish/Latin Objectives

1. Students will learn basic fluency in Spanish.

2. Students will become literate in Spanish.

3. Students will learn the key facets of Latin, including grammar and vocabulary.

4. Students will learn Latin roots, prefixes, and suffixes.

Jefferson Academy
Contract for Excellence Progress Report
October 15, 1996

A. Graduation Rate

Our goals were:

a.) Identified students will demonstrate a 20% increase in performance in those areas where discrepancies by gender exist.
b.) Fifty percent (50%) of the students performing one year below grade level and continuously enrolled will be performing at grade level by July 1, 1996.

b.1) Additionally, 75% of the students performing at least one year above grade level will show at least 9 months of academic growth.

Results were:

a.) Gender difference discrepancies were identified among second grade students at Jefferson Academy in reading and word analysis. Per standardized tests, females scored above males in the respective areas (Normal Curve Equivalent Means):

	Reading (2nd Grade) Fall 1994	Word Analysis (2nd Grade) Fall 1994
Males	17	17
Females	37	30

	Reading (3rd Grade) Spring 1996	Word Analysis (3rd Grade) Spring 1996
Males	57	55
Females	66	61

Gender differences still exist but significant closure of the gap took place over the last two years. The goal was to reduce gender difference in reading by 20% or 4 percentile points. This goal was far exceeded by attaining a closure in the reading gap of 55% or 11 percentile points in the last two years. In Word Analysis, the same was true. A 20% decrease in gender difference was the goal (or 2.6 percentile points) and the actual decrease was 54% (or 7 percentile points).
GOAL ACHIEVED AND EXCEEDED.

b.) Eight (8) students were performing one year below grade level in the Fall of 1994 By Spring of 1996, only four (4) were performing one year below grade level.
GOAL ACHIEVED.

b.1) Forty-seven (47) students were performing one year above grade level in the Fall of 1994. Fifty-nine (59) were performing one year above grade level in the Spring of 1996. Thus all 47 students showed the expected 9 months of growth in each of the last two years as well as being joined by additional students who made even greater advances.
GOAL ACHIEVED AND EXCEEDED.

B. Attendance Rate

Our goals were:
a.) It was the goal of Jefferson Academy to maintain an attendance rate of at least 95% or better. This will be accomplished by the following:

1.) Ninety-seven (97%) or more of the parents will agree that the school meets their student's needs.
2.) Ninety-seven (97%) or more of the parents will agree that they are well informed about what is being taught.
3.) Ninety-seven (97%) or more of the students will like coming to Jefferson Academy.
4.) Ninety-seven (97%) or more of the parents will feel communication is good at Jefferson Academy.
5.) Parents will volunteer, on the average 24.69 or more hours per individual in the 1995-96 school year.

Results were:
a.) Attendance rate for the last two years was 96.4%

1.) Ninety-eight percent (98%) of the parents **did** agree that the school met their student's needs.
2.) Ninety-seven percent (97%) of the parents **did** agree that they were well informed about what is being taught.
3.) Ninety-six and a half percent (96.5%) of the students **did** like coming to Jefferson Academy.
4.) Ninety-seven and a half percent (97.5%) of the parents **did** feel communication was good at Jefferson Academy.
5.) Parents **did** volunteer, on the average 26.64 or more hours per individual in the 1995-96 school year.

GOALS ACHIEVED.

C. Student Achievement

Our goals were:
a.) Using the ITBS evaluation, the vocabulary, reading, language (spelling in grades 1 and 2), work-study and math for those students continuously enrolled for the reporting period, were to have improved a minimum of 5 national percentile points based on the NCE mean analysis.
b.) Portfolios were to have been developed to show student growth over time. The portfolios were to include results of standardized tests, criterion-referenced

tests, teacher-made tests, report cards, student work samples and any additional samples of work which help to analyze performance and achievement.

c.) The percentage of continually enrolled at-risk students will have been reduced by at least 5% thus reducing the at risk population to 29.5% or less.

d.) The ITBS Survey edition will have been administered annually to each student in grades 1-6 and 75% of the continuously enrolled students for the reporting period will score at or above predicted ability/grade levels in both reading and math as measured by the ITBS.

Results were:

a.) Student achievement results on the ITBS (form G) were as follows:

	Vocab 94	**Vocab 96**	**Read 94**	**Read 96**	**Spell/ Lang 94**	**Spell/ Lang 96**	**Word Anal 94**	**Word Anal 96**	**Math 94**	**Math 96**
1st - 2nd grade	33	70	NA	66	58	80	36	61	78	*71*
2nd - 3rd grade	31	71	25	64	53	83	22	NA	37	77
	Vocab 94	**Vocab 96**	**Read 94**	**Read 96**	**Lang 94**	**Lang 96**	**Work/ Study 94**	**Work/ Study 96**	**Math 94**	**Math 96**
3rd -4th grade	38	71	51	71	42	79	38	69	35	83
4th - 5th grade	51	73	35	70	41	74	39	69	47	78
5th -6th grade	58	70	43	70	53	71	50	62	53	70

Italic score (math) reflects only area where goal was not met. Please be advised that the original application did not have NCE standard scores converted to actual percentile rankings. The table above reflects conversions to percentile rankings.

GOAL ACHIEVED AND EXCEEDED.

b.) Portfolios are in progress at every grade level.

GOAL ACHIEVED AND ONGOING

c.) At-risk population decreased at the "one grade level below" category (from 6.03% to 3.96%) but increased at the "one grade level above" category (from 28.43% to 34.47%). The latter category is not of great concern to Jefferson Academy due to its rigorous curriculum. Thus, it is our opinion that in our school, students in this category are really not at risk.

GOAL ACHIEVED BASED ON ANALYSIS ABOVE.

d.) Based on the ITBS, FORM K (Survey Edition) about eighty-two percent (82.2%) were at or above grade level (1-6) as of the Spring of 1996. About eighteen percent (17.8%) were below grade level. Based on the ITBS, FORM G, nearly eighty-six percent (85.7%) of the students were at or above grade level (1-6) as of the Spring of 1996. About fourteen percent (14.3%) were below grade level. This is quite an improvement when you consider data from assessments in the Fall of 1994. Forty-one percent (41.2%) of our students were below grade level and fifty-nine percent (58.8%)above grade level.

GOAL ACHIEVED AND EXCEEDED.

BEST COPY AVAILABLE

D. Additional Goals

Our goals were:

a.) Computer Technology Instruction:
Within six months of final installation of a major portion of the computer technology plan for Jefferson Academy, 75% or more of the students in grades 3-6 will be able to create and produce a product using visual, audio or printed means that relates to or supports their curriculum.

Please refer to expanded goals for grade levels three through six in the original application.

Results were:
Funding for our computer lab by the school district never occurred. Jefferson Academy has since sought support from a private foundation. Jefferson Academy was awarded a $100,000 grant in May of 1996. Fifty thousand dollars was allocated to the computer lab. The lab is now fully functional and is staffed by a full time computer technology teacher.

Although the lab was not in place, the principal and a parent board member still conducted small classes in computer instruction. Twice a week for a period of a couple of months (in the winter and spring of 1995 and 1996), computers were moved from classrooms (we did have one in each classroom) into the cafeteria and groups of 6-8 students were instructed in aspects of Windows and Microsoft Word. This took place for grades 3 through 6. Thus, only part of the original goals were accomplished due to equipment constraints.
GOAL NOT ACHIEVED BUT IN PROGRESS.

E. Community Satisfaction With School Performance

Our goals were:
Jefferson Academy is a school of choice. As stated in Attendance section of the original application, parents had very definite thoughts in regards to becoming involved with Jefferson Academy. Thus it was our goal that that at least 90% of Jefferson Academy's families re-enroll their children in the school for the following year, excluding the children of those families who move out of the Jefferson County Public School District.

Results were:
Ninety-seven and a half percent of our students returned to Jefferson Academy each of the last two years. We lost six students due to changes in schools within our district.

F. Effective School Practices

a.) Vision

The vision and mission of Jefferson Academy remains the same. The mission of Jefferson Academy is to help students attain their highest social and academic potential through an academically rigorous, content rich educational program. The Board and staff have strategically planned with that vision in mind at all times. The school also has stated goals in the parent handbook which stress development of students in academic, physical, artistic, social, and emotional areas.

b.) Beliefs about Learning

Jefferson Academy has encouraged and provided growth in basic skills, with a fundamental/traditional approach and utilized the Core Knowledge sequence so that we can enable the student to be self-realized and productive citizens. We believe that students can learn at much higher levels given a more challenging educational environment.

The staff of Jefferson Academy has continued to evaluate the curriculum and related methods and materials based on the following criteria:

a. It is desirable that the curriculum be written from a Core Knowledge and fundamental/traditional perspective.

b. The curriculum should be traditional and conventional in nature, utilizing proven advances in methods in the field of education.

c. The curriculum must be teacher-centered, allowing the teacher to exercise personal giftedness and judgment in applying the curriculum, methods and materials.

c.) Focus on student performance outcomes

The curriculum of Jefferson Academy is structured to focus on specific content giving specific results. Integration of a wide range of disciplines and a focus on a specific range of core knowledge has led us to specific content standards in each subject area. These content standards will allow our students to experience success as students and citizens.

d.) Parent and Community Involvement

Parent involvement and participation is critically important at Jefferson Academy. Two-hundred forty-three (243) parents volunteered 6,000 hours in the 1994-95 school year. (Or 24.69 hours per volunteer). In 1995-96 parents volunteered 7,325 hours or an average 26.64 per individual. The school is committed in policy and practice to including parents and families whenever possible.

e.) Safe school and student discipline

Jefferson Academy has a strict discipline policy and procedure. One of the most important lessons for any student to learn is how to respect authority, respect the rights of others, and take care of his own and other's property. Additionally, no student will be allowed to disrupt the education of other students. Although it is necessary to have school and classroom rules, our emphasis is not on do's and don'ts, but guiding the student to a proper response to any given situation. In order to accomplish this, we have set discipline standards that are enforced fairly and consistently.

Since the classroom teacher is the one who works closest with the children, he or she carries the bulk of the discipline responsibility. The teachers have worked closely with the parents in these matters and communications are open and honest. Teachers and parents have worked together as a team in discipline matters. Jefferson Academy has had only 4-5 suspensions in each of the previous two years of operation.

f.) Use of technology

Jefferson Academy is committed to continued development of a technology plan that will prepare our students for the 21st century. Jefferson Academy has committed over $65,000 to the development of a state-of-the art technology laboratory.

g.) Early intervention in high risk situations

Jefferson Academy has employed an exceptional staff who are particularly sensitive to the needs of any high risk student. Teachers work closely with the student, parents, special education teachers and the principal to help design a program that meets the needs of the students who might be at risk. Portfolios and other informal and formal assessments are used to assess progress and to help keep the family well informed. Jefferson Academy seeks to intervene early in the educational experience of the student, usually kindergarten through third grade. This gives the student a better chance of being remediated before adversely affecting the student's educational success. Jefferson Academy has employed three special education teachers to serve its high risk community. Additionally, educational assistants have been hired for every classroom, serving a minimum of five hours a day. This kind of staff ratio helps us support our mission to meet the needs of every student in our school.

Policy Development and Policies

In order to protect the integrity and philosophy of the school, the governing board must make policies. While it is important that the policies reflect the needs and values of an individual school, sample policies are always beneficial for governing boards to study and consider.

Included here are some practical considerations for governing boards as they begin the write policies. It is always good practice to get additional input from various groups within the school—parents, staff, and sometimes students—as policies are being developed. The school accountability committee can be an excellent resource for the governing board in this process. Additional eyes and ears make it more likely that all possible ramifications of policies are considered before a policy is put into its final form.

Charter schools were designed to be freer of regulation than other public schools, with their focus being greater accountability. Try to avoid becoming too rule-bound by setting too many policies. However, do set policies that are necessary to protect the focus of the school. Always the Director/Principal needs to be given some discretion in extraordinary circumstances—no rule or policy covers every possibility.

Resource:

Crighton, Johanna V. The ECIS Policy Planner (Second Edition). The European Council of International Schools, Inc., 21B Lavant Street, Petersfield, Hampshire, GU32 3EL. England. e.mail: JenniferHenley@ECIS.org (To order, contact Jennifer Henley by e.mail.) This resource is excellent in its scope. It is costly—varying in price depending on the exchange rate, but about $80.00. Several charter schools may want to purchase one to share, if necessary.

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1.2 POLICIES: WHY?

Like learning itself, educational policy making is inevitable. Whether we consciously plan the process or leave it to chance, children *will* learn (something), and policy directions (of a sort) *will* emerge - but the view presented in this PLANNER is that children learn better - and schools function more effectively - if the process is not random but planned and directed.

No school can reasonably set a direction for itself without consciously shaping the policies that guide it. Most 'good' schools have developed as a result of planned, deliberate action; most 'good' schools continue to be good by the same process.

> A major axiom may well be that any important direction a school takes should be deliberate, not by default; and that this deliberation is the legitimate task of the whole school community, although final decision and responsibility must rest with the governing body.

But why go to the considerable and often tedious effort of developing a set of *written* policies, rather than take reasonable decisions on issues as they come along? After all, circumstances change - especially in our international setting; isn't there a certain virtue in flexibility, in taking things as they come, without the burden of written statements that are soon out of date anyway? Aren't our staff contracts, local employment laws, and the school's Articles of Incorporation enough? Don't we have capable administrators whose professional job it is to run the school smoothly, and who will let us know if an occasional formal policy seems to be required?

The *main purpose* of a coherent body of written policies is to provide continuity and stability - commodities that are in short supply in the international schools world. In 'good' schools, people not only know where they stand (what is expected of them), but also where they are going (what the aims and objectives of the school are). In 'good' schools, people are not simply the objects of policy ('you shall/shall not do X'), but the instruments of policy: their ideas, experience, criticism, protest, and finally their assent shape the policies under which they conduct their work, and into which they feed back the insights gained as they put these policies into practice. In short, written policies provide more than continuity and stability - they provide a mechanism to engage people in the work of shaping the school's identity, and a mechanism for using their expertise and gaining their support for what the school is trying to accomplish.

Thus, a *secondary purpose* of written policy is to provide a focus for staff and community input, making it more difficult for any one person or group to rule the school by impulse, by crisis, or even by the force of personal vision or charisma alone.

An important *third purpose* of written policy is to clarify roles and responsibilities. By choosing the issues on which it will set policy, and by deciding how and in what detail policy will be set, the Board also decides where it draws that all-important line between *governance and administration*.

There is much controversy about this last point; more will be said about it in this PLANNER, because it is the key not only to successful development of policy but to its effective implementation. Clarity about 'who does what', and who can be held accountable for what, is vital to achieving harmony between Board and staff. Written policies and procedures help achieve such clarity as nothing else can.

- They do a number of other things as well:

- They show that the Board pays close attention to current *issues*;

- They leave no doubt about the Board's stated position, and thus help explain to the staff and the parents why the Board takes certain actions at Board meeting;

- They establish an important legal record, and form a legal basis for Board and administrative actions;

- They make it easier for newcomers to find out how things are done;

- They provide a basis for evaluating performance, and clarify lines of accountability.

1.3 POLICIES: UGH!

But what a thankless, lengthy, and deadly dull business, you say. Tedious committee meetings leading to acres of dull prose collected in impenetrable, elephantine manuals nobody ever really *reads*. Ugh! Better to be where the action is!

Ironically, 'the action' is, or should be, exactly where policy is made. Policies deal with the very pulse of school life: they determine how the school will function, how it sees its future, how it will find and spend money, what its priorities are, how it will deal with children, how it will meet special needs, how it sees its curriculum develop, how it evaluates itself; how safe, how traditional, how innovative, how formal or friendly, how big or small it will be: all these are matters for policy debate, and for policy action.

Strong policies require vision and energy. Good policy manuals reflect vision and energy - in the language they use, in the topics they tackle, in their clear-headedness, balance, and - if you're unusually lucky! - their good humour, too.

How big should a policy manual be? Big enough, and concise enough, to be useful. It need not be overly formal, but it *must* be accurate, up-to-date, and tell you what you need to know. *Small is beautiful, but only if small is enough.* If you need it in writing, have it in writing: this helps keep procedures straight and clear, bolsters weak memories, and helps you deal with arguments on the basis of facts rather than speculation. Nothing spoils an argument like a few well-documented facts.

Can a policy manual be too big? Yes, of course. Many are. Too much elaborate detail can become an obstacle - not a service - to clear thinking. 'Old' policies can only preserve 'old' solutions; you may need fresh thinking to deal with new questions. Fine; the point is that *policies can be changed* - but only via orderly debate and collective vote, not by whim or impulse. A weeding-out exercise can be a stimulus for much healthy debate. Why not put it on your Board's agenda now?

1.4 POLICIES: ABOUT WHAT?

It is not always easy to distinguish a genuine policy issue from the welter of items that make up a Board's crowded agenda. So many matters need deciding: the new gym in the Lower School, perhaps; or whether to hire a specialist teacher for the new computer literacy programme, and whether to approve a special rate of pay to attract the one you want... What distinguishes a policy issue from all the others? Here are some clues:

IT IS A MATTER WHICH FALLS WITHIN THE BOARD'S LEGITIMATE AREA OF AUTHORITY AND RESPONSIBILITY.

1.5 POLICY: HOW?

What, to begin with, *is* 'policy'? No dearth of literature there; but much of it is highly theoretical, at times contradictory, sometimes downright fuzzy - and, to a Board trying to create its own policy collection, not very helpful in a practical way.

The manuals you are likely to see are not much help, either. They tend to contain the most extraordinary things: lists, stacks of job descriptions, lengthy verbatim quotes from contracts and laws; regulations that ought to be policies; policies that ought to be regulations; items that should not be there at all, such as detailed checklists of everything a bus driver should do before taking the bus out of the compound, or the first-aid manual, or last year's cleaning schedule for the custodial staff.

So what is meant by 'policy', and how does it differ from, say, a 'regulation'?

> POLICIES are broad guidelines which create a framework within which the chief administrator and his/her staff can discharge their assigned duties with positive direction. Policies tell *what* is wanted; they may also tell *why* the Board wants it, and *how much* of it the Board wants.
>
> REGULATIONS, on the other hand, translate those broad guidelines into specific procedures: *how, where, when, by whom, by what time, in what form* things are to be done.

To avoid confusion, it's best not to use other categories such as 'guidelines', 'rules', 'directives', or 'procedures'. If you must use additional terms, make sure that all agree on what these mean and where they stand in the policy hierarchy - does a 'directive' prevail over a 'regulation', for example - and who has the authority, in each case, to change or rescind, or to arbitrate a conflict?

The separation between policy and regulation is a thorny question. In spite of what the orthodoxy may say, *there simply are no hard and fast rules.* Much depends on the size and philosophy of your school; the traditional or prescribed roles of your Board and chief administrator; the expectations of your community; the leadership style of your administration and/or your Board officers. In a very large school with several divisions, for example, it would not be practical for the Board to review and vote upon all school trips; within policy guidelines, such decisions would be made somewhere along the administrative line of responsibility. But in a very small school, the Board may well feel it wants to reserve that responsibility for itself - and indeed the parents may want the Board to decide, for example if the trip involves a large proportion of the school's students and staff, or if the destination is distant or involves crossing a border. So if you were to ask, 'Who should decide about field trips - the Board or the administration?', the answer would have to be: 'That depends'. It depends on the size of the school, the importance or local sensitivity of the issue, and the traditionally accepted roles of Board and administration in your particular school.

Much depends also on the *sort* of decision involved. Policy decisions, as we have seen, tend to deal with *values*, not only with facts and actions; and values are matters for Board debate.

1.5.1 FACTS, VALUES, ACTION

Every policy decision has three main ingredients: facts, values, and action.

You need FACTS before you can decide on any ACTION; conversely, your actions must be relevant to the facts as you know them, otherwise all sense will be lost. But what is not often understood is that you cannot logically proceed from facts to action without reference to a body of VALUES which serves as a common ingredient, a sort of 'glue', to hold facts and actions together.

For example, if you were told that there was a high adult illiteracy problem in your community, you could not *logically* decide - on the basis of FACT alone - to set up a literacy programme without your having reference to a (stated or unstated) VALUE system which says that 'Literacy is a Good Thing', and that your School Board, or any school board, 'ought to' make literacy possible. If you did not hold these values, mere facts could not provide you with any guidance as to *which* actions you should take.

This vital connection between facts, values, and action makes sense of the adage that Boards set policy while administrators devise implementing regulations:

> **administration** has to do with gathering the *facts* and implementing the *action;*
>
> **Board governance** has to do with providing the *values* link in the middle, with ascertaining what your community's values and priorities are and expressing them in statements of *policy.*

It is equally obvious, however, that facts, values and actions should not drift apart or become disconnected one from the other. The key to effective policies is to make sure you have the data; then decide, through community discussion and Board debate, what you believe to be right or wrong; and then follow this up with coherent action. Throughout, Boards and administrators should work together to keep the links strong and clear; for this reason, it makes sense to worry less about the *separation* between policy and administration, and more about how they can interact and form a coherent basis for school leadership. This view is expressed in the Policy Cycle diagram (Fig. 1), where functions are shown as a continuous cycle with a network of interactions within it.

PART 2: THE POLICY PROCESS

2.1 Policies: Where?

In most schools and school systems, the problem isn't so much that there are *no* policies or regulations - the problem is that they're all over the place: in your Board meeting minutes, in the Superintendent's file cabinet, in the principal's desk, on the back of your facilities rental form, in the student handbook, in the By-Laws of the Board, in the business office manual, on the release form parents sign before their child can go on a field trip or receive medication in school....

Before you can start developing new policies, it makes sense to check what your policy 'attic' already holds. The next section of this *Planner*, dedicated to the *Policy Project*, will give some guidance to compiling an up-to-date policy/regulations manual; but here we are first concerned with the creation of *new* policies and regulations. Nevertheless, you might find it worthwhile to start by finding out where your present collection is adequate, and where you need some new development by your Board.

But not all policies are set by Board consensus alone. In general, policies are arrived at in three main ways:

- 'Mandated' policies. Those are policies required by law or by local ordinance, or by some authority that over-rides the policy setting authority of your own Board. This does not mean that the law 'is' the policy: laws/ordinances and policies are not one and the same thing. It simply means that the content of any Board policy in an area where specific laws apply will, to a large extent, be determined by what those laws require. For example, school entrance ages, immunization requirements, and tax status/property ownership status may be determined by host country authorities, and your policies cannot contravene such requirements.

In a similar way, policies in the Personnel section are sometimes 'mandated' host country employment laws, and/or by negotiated bi-lateral agreements between the Board and staff organizations.

- 'Inherited' policies. Those are policies that have in effect been 'set' by tradition, community values, or long-term successful practice. Sometimes these are in writing, but more often it's a matter of 'we've always done it this way'; 'this is what our Board believes, what our School stands for, what our people expect from us'. For example, your School's educational philosophy; the place of religion in your curriculum; family life/sex education; staff recruiting/hiring practices; and the use of school facilities by outside groups may fall into this category.

It is vitally important that you, as a policy making Board, are aware of these 'inherited' policies before you start setting new policy in these often sensitive areas. To over-rule them knowingly and after thorough discussion is one thing; but to go against them unwittingly or casually may easily cause resentment and opposition from your staff and community.

- 'New' policies set by your Board in response to a new problem, issue, or need in the School. Mandated and inherited elements may come into play here, too; but in general this group pertains to those areas in which a Board has (largely) the authority to determine policy for itself.

2.2 The Policy Path

Policies, basically, are *ideas shaped into written form* through a process of needs assessment, research, discussion, and decision making. This process mostly follows a familiar path, which is shown in Fig. **2**, and which will be discussed in outline below.

2.2.1 Raising the Issue: 'META-policies': Policy issues can be raised, and brought to the Board's attention, in many different ways. They may come from a member of the community, from a staff committee, from the administration; from a newspaper editorial, from a new law or ordinance; or from some urgent public concern that affects the School. Such issues as AIDS, asbestos in school buildings, and the security of pupils and buildings have implications that affect school life, and are therefore likely to arrive on the Board's policy agenda.

Not all people who raise policy issues can be expected to know how your School and your Board operate, and therefore it is important that you formulate a clear set of 'POLICIES ABOUT POLICIES' - sometimes referred to as '*meta*'-policies (from the Greek meaning 'beyond' - they are policies 'transcending' or 'lying behind' policies). They should describe:

- how policy issues can be raised;
- how and by whom they are to be investigated/researched;
- in what circumstances you will involve staff or community advisory committees, and how these will function;
- at what stage, and how, the Board will debate the issue, and who will write drafts;
- how many 'readings' there will be before a final vote is taken;
- how policies will then be filed and disseminated;
- how administrative *regulations* will then be developed and approved;
- who will be in charge of keeping the School's policy/regulations manual up to date; and
- how policies will be periodically reviewed and revised.

- This is not as clear-cut as it seems! Modern schools, and especially international schools, now take on many problems of public policy that are *not narrowly related to schooling in the strict sense*. The pastoral, guidance and counselling aspects of the day-to-day care of young people, for example in boarding schools, require Board action on such non-instructional topics as:

- accidents and injuries
- contagious diseases, now including herpes and AIDS
- alcohol and drug abuse
- child abuse
- medical and mental health, including counselling on nutrition, safe sex, teenage suicide prevention, etc.
- legal liability
- safety and security of persons and premises
- missing children; children involved in custody suits.

In addition, issues relating to the larger community now have an impact on schools and their Boards' agendas:

- environmental issues
- energy efficiency
- dangerous substances, such as asbestos, in school buildings
- crime prevention and control of dangerous weapons
- political, race, and law enforcement relations, within the school itself and in relation with the host country.

Obviously, Boards now spend a great deal of their time and attention on issues other than the 'three R's', or even the 'three B's': the Budgets, the Buildings, and the Buses. Nevertheless, the issues listed above are of a *level* of importance where *Board direction* is appropriate, rather than administrative action without guidance in policy.

IT IS A MATTER OF CONSEQUENCE -

True policy issues make a substantial difference in the lives of people. They *matter*: either because the problem is very serious even though it affects only a few (e.g., missing children; AIDS); or because the problem is less serious but affects many (e.g., language difficulties; health care). The policy focus lies within the school because the school is often the only agency in a position to act in the collective interest of staff or children, especially in a boarding situation where parents may be far away.

IT IS COMPLEX -

True policy issues are never clear-cut. Matters of values rarely are. Equally serious and responsible people can hold diametrically opposed views; for example, on school discipline, the arguments for understanding and compassion can be just as strongly held as those for tough, swift punishment.

Nor do policy issues stand by themselves. A single decision - say, to expand student numbers - leads straight into debates about staff strength, fee levels, pupil:teacher ratios, timetabling, enrolment projections, and library requirements, to say nothing about the educational implications of enlarging school size.

True policy issues are issues of conflicting values. The greater the complexity, the greater the need for debate at Board policy level.

IT IS UNCERTAIN -

The very complexity and importance of policy issues make them difficult to grasp. In order to make rational decisions, we need to be able to *foresee* the consequences of possible actions; yet reliable data about current status, forecasts of future needs, and predictions about likely outcomes are as difficult to find as they are essential. Uncertainty and surprise are part of every policy maker's lot.

To avoid letting uncertainty paralyze its ability to act at all, a Board might:

- *Acknowledge that the uncertainty exists*, and keep as many options open as possible. By going all-out for a single option, others may never be explored; or your Board may have too high a stake in its 'pet' choice to be able to accept unfavourable evidence about it before it's too late.

- *Try to define the policy issue as clearly as you can* Any Board members are on Boards because they are active, forceful, solution-orientated people, tempted to leap into solutions before problems have been thoroughly explored. Get to the heart of the matter first.

- *Look for precedents* Whenever people tackle a problem together, they are likely to be doing something someone else is already doing, or has done before. Even if you think your problem is unique, chances are that something similar has happened elsewhere, and that you could draw on that experience.

- *If you can't find a precedent, create one* Try a pilot programme, or a small-scale experiment with frequent reports on results. Be careful: when you evaluate a pilot programme, remember that what works on a small controlled scale may not work in general; conversely, what may fail in a highly visible and controversial experiment may not be completely useless. Also remember that people sometimes resent being used as guinea pigs, unless they know exactly what is happening.

- *Make a start!* Uncertainty, like the poor, is always with us - don't become so bewildered or discouraged that to do nothing seems the safest bet. You can always find at least partial answers to some uncertainties; there will be some data available; you can agree on some objectives; you can try out some ideas, make some reasonable guesses. The important thing is to begin.

'IS THIS A POLICY DECISION?'

- Is the issue within the scope of the Board's authority?

- Does the issue have a reasonable connection with the Board's educational goals?

- Is it a broad, general issue, dealing with *values* as well as facts and actions?

- Is the issue complex and uncertain, requiring thought and debate?

- Does the decision have long-term implications? Will it become a precedent for future Board actions?

- Is there a legal requirement that must be satisfied?

If you can answer 'YES' to most of these questions, the issue is probably a POLICY issue to be decided by the Board.

2.2.2 Involving the Community

Even in (sometimes privately owned) international schools, education is essentially a public service - and should, wherever possible, behave like one. Even though it may slow down the process and blur some of the lines of authority, direct community and staff consultation will, on balance, benefit policy development - provided that the process is orderly, and that everyone understands that the final responsibility for policy outcomes rests squarely on the Board: if disaster comes, it will be the Board - and not the advisory committee - that will be called to account.

Participation comes in a variety of ways. There's the informal kind (which causes most official anxiety) - the irate parent, the ad-hoc pressure group, the influential benefactor. Unlike PTA's, which are usually regarded as 'friendly' participants, informal activists are often an unknown quantity, and the School's reaction (especially if the person or group is critical or antagonistic!) often is to shut them out.

Yet it might be that whenever the community is interested enough in the School to feel strongly about some aspect of its operation, the School should take advantage of this perhaps too active interest, and should seek to channel it in a constructive way -perhaps by inviting the critics to take part in an advisory body you already have in place, or might help them to create.

If you worry about community or staff influence weakening Board and administrative authority to exercise decisive judgment, or even conflicting with the concept of legal accountability, you might take another look at the **Policy Cycle** diagram (Fig. 1), which shows that policy decision making is not one, isolated, final act but a *cyclical process* made up of a number of stages:

- **policy formulation**, which itself has a number of phases such as information gathering, analysis, discussion, and development of options;
- **policy determination**, where the Board uses its proper authority to choose which option to follow;
- **policy implementation**, where that choice is translated into a series of related actions;
- **policy evaluation**, where the results of these actions are compared to the original policy objectives, ideally leading to policy revision, thus closing the cycle.

Clearly, at several points in this cycle - **policy formulation** and **evaluation** - wide participation is not only possible, but helpful, even necessary. At other points in the cycle - **policy determination** and **implementation** - first the Board and then the administration can exercise their informed authority and professional judgment putting the policy in place. Thus participation and authority can each play their appropriate part in the process.

2.2.3 Policy: Will it Succeed? The more urgent, controversial, exciting, even patriotic or noble, a policy decision appears to be, the greater the temptation to rush to judgment. But three essential questions need first to be asked about any policy proposal: Is it *legitimate*? Is it *feasible*? Does it have *support*?

(a) *Legitimacy* - Obviously, your policy proposal must be legal, in the strict sense of not contravening any law or binding contract. But it must also be *within your Board's power to decide*: nothing but trouble will come from setting policy in areas where you have no real authority or control. Finally, it must be 'legitimate' in terms of being in harmony with your School's character, and it must be a 'legitimate' use of Board power.

(b) *Feasibility* - What are the chances of achieving the proposal's objectives? Can you make it work? Do you have the staff and resources to implement and monitor the policy? Conversely, are you so worried that 'it can't be done' that you are too unwilling to take a calculated risk?

(c) *Support* - Can you count on staff and community support for the proposal? Policies won't work if you have to 'force' them on an un-cooperative or even hostile group of people; substantial, voluntary consent is all-important to a policy's success.

Of the three, *support* is the most important, especially if the policy you want to introduce is controversial or mandatory. If you anticipate strong opposition but are still convinced of the rightness of your decision, you might be well advised to start with a public information campaign, the encouragement of voluntary programmes, a pilot or demonstration project, or some other way of enlisting community acceptance and support before you make anything mandatory.

2.2.4 Developing the Policy

While no one disputes a Board's exclusive duty to adopt final policy, there is less agreement about the level of the Board's input in the actual formulation of the proposed policy text. In theory, close Board involvement is desirable; in practice, the realities of crowded Board agendas (and perhaps lack of interest or expertise among members) push policy formulation on to the back burner where it will stay until some emergency forces it to the fore again, often with hasty and regrettable results.

Is there any *routine* way in which Boards can stay on top of policy issues before they become policy problems? Can Boards become 'policy-minded' without spending hours of meeting time on philosophical discussions - with the community looking on? A number of mechanisms suggest themselves; among them, Board Policy Committees and short, intensive, well-managed 'brainstorming sessions' at full Board meetings.

AN EFFECTIVE, POLICY-MAKING BOARD...

- Has systematic, regular ways of **keeping informed** about issues. This can be done, for example, by requiring regular reports about various aspects of the School's work (curriculum, special education, buildings and grounds, finance, assessment, etc.) Part of every Board meeting could be used for the presentation of such reports, along with a brief oral summary, by informed staff, of current issues that might need policy attention.

- Has techniques for **setting priorities** among issues. Not all policy topics are of equal importance or urgency! Agree among your members about **three**, or at most **five**, policy topics which need immediate attention, and then deal with those in order. If you try to deal with dozens of topics at once, you will feel frustrated and discouraged before anything gets done.

- Has systematic, regular ways of **policy deliberation and decision.** A simple vehicle for brief policy 'brainstorming sessions' is given below; you will also need a clear set of 'policies about policies' (see META-policies, section **2.2.1**) that spell out number of readings, adoption procedures, etc.

- Has a regular, systematic procedure for **policy revision**. Policies don't have eternal life; as facts and values change, so must the policies that guide your actions. Moreover, if you review your collection regularly - for example, one section at a time, every few months or so - you will accomplish more than through an all-or-nothing attitude - this usually means that 'nothing' gets done until 'all' is in disarray.

Notice that the words 'regular' and 'systematic' are the key here. One way of making policy review a regular, systematic part of the Board's work is to have its own, standing **POLICY COMMITTEE** whose task it is to identify policy issues and shepherd them through the process outlined in your META-policies.

It makes sense to create your policy committee as a Committee of the Whole, to avoid duplication of lengthy debates first in Committee and then by the full Board. If that is not practicable, it certainly makes sense to ensure that your Board Chairman serves on the policy committee; with some experienced members *as well as some new ones* - not only to introduce newcomers to the work of the Board, but also to take advantage of their fresh ideas or their interest in specific issues which may have motivated them to join the Board in the first place!

A policy committee can take much of the burden of preliminary research and draft writing, and work more informally with the administration. Final decision, of course, still rests with the full Board in a formal meeting - but by then the issue should be absolutely clear, and the final wording unambiguous, before the Chairman calls the vote.

POLICY BRAINSTORMING

The objective of brainstorming is to agree quickly on key ideas without being sidetracked into details. Some Boards have used this technique to give guidance to their policy draft writer(s) by spending a short, intensive, tightly controlled time at each Board meeting, along the following lines:

- The agenda contains a regular 10-minute slot for a brief preliminary discussion on an announced policy issue.
- The chief administrator introduces the issue by giving an outline of the background; the reason why policy is needed; any relevant current practices or related policies; any legal or contractual requirements which apply, etc.
- Board members then spend the next five to 10 minutes identifying (1) the *main* points the draft policy should cover; and (2) some indication (however rough) of the *Board's thinking* about these main points.
- Because writing inhibits thinking, no note-taking is permitted except by one designated person (e.g., the administrator).
- At the end of the session, the note-taker should have a useful framework of initial ideas around which to build a rough first draft. It may also have become clear whether outside advice or research may be needed.
- Before ending the brainstorming session, the Chairman confirms agreement about what should be done next, by whom, and by when.

The advantages of using this brainstorming approach are obvious. It takes little meeting time; it focusses attention on essential points; it avoids any premature wrangling about exact wording; and the draft writer goes away with a rough idea of the Board's initial thinking, which is much more helpful than a vague request for 'a draft policy on X, to be submitted at the next meeting'.

Moreover, the Board is able to give guidance and input at an early stage, ensuring Board interest and 'ownership' in the draft when it is eventually presented. Of course, precise wording must still be worked out; changes will undoubtedly be made; perhaps, on reflection, the Board may decide that its original ideas were mistaken. But as a technique for eliciting policy guidance from the Board, and for bringing issues to the Board's attention, the approach works very well.

A standard work sheet, similar to the one suggested in this *Planner* (see 'Worksheet for Policy Development'), could be included in the agenda packet for the Board meeting, with a synopsis of relevant background attached if necessary.

WORKSHEET FOR POLICY DEVELOPMENT

A. TOPIC: ____________________

B. Why policy is needed: ____________________

C. Constraints (such as existing law related to the topic, or possible conflict with precedent or existing policy or contract):

D. Key points to be covered:	**E. Board's position on points:**
1.______	______
2.______	______
3.______	______
4.______	______
5.______	______
6.______	______

F. Expert advice needed?

Advisory Committee/Staff Committee involvement? ____________________

Research needed? ____________________

G. NEXT ACTION: ____________________

2.2.5 Involving the Staff: A 'Policy Impact Statement'?

The people who will have to live, day to day, with the policies your Board develops - your staff - should have appropriate opportunities to contribute to the formulation of policies which affect them and their work in the School (see 2.2.7, below.) In addition to staff advisory committees where staff-related policy proposals could be discussed, you might consider requiring, for *all major* new policy proposals, a 'Policy Impact Statement'. The purpose is to ensure that the practical consequences of proposed policies have been thoroughly considered *before* the Board makes its decision.

Policy Impact Statements, if they are appropriate to the topic under discussion, should be prepared as early as possible in the policy drafting process. A simple format; a clear routing procedure; a realistic set of deadlines; and an obligation on the part of the chief administrator not only to collect staff comments but to provide feedback to the staff members involved, are the main requirements. Staff might be asked to give *specific* comments on the following:

> How does the proposed policy fit in with existing plans, priorities, and budget controls in your area of responsibility?
>
> How will the proposed policy affect your School or department?
>
> Do you have better ideas to accomplish the same objectives?
>
> Can you foresee any educational difficulties with this policy?
>
> If so, how would you deal with them - e.g., by information programmes, supplementary policies/procedures?
>
> Will the proposed policy affect the morale and productivity of staff - either positively or negatively?
>
> Will it place unreasonable demands on your resources?
>
> What would you need to make it work?

On the basis of responses received from key staff, the chief administrator can then prepare a summary POLICY IMPACT STATEMENT for the Board, and submit it along with the original policy draft, any alternative drafts based on advice received, and an estimate of the resources (financial, buildings/grounds, equipment, staffing) that would be needed to implement each of the proposed drafts or alternative options.

The main purpose of this exercise is to ensure that the Board is fully informed about the *implications and likely consequences* of all major proposed policies, *before* a vote is taken.

2.2.6 Policies and the Law

An international school's position vis-à-vis the laws which govern its host country is often extremely complex, sensitive, and fraught with ambiguity. Matters of property, employment, and taxes are the most obvious sources of legal problems; but there may be many other areas where Boards may need good legal advice about their policy proposals. These could include:

- Policies related to tax status, property ownership/lease; the School's Constitution or Articles of Incorporation
- Personnel policies (non-discrimination; recruitment; hiring; promotion; appraisal; discipline; dismissal; reduction in force; health; pensions and benefits)
- Policies related to any form of collective bargaining with staff organizations (authority; recognition of group; scope of negotiations; grievance procedures; handling of strikes/job actions)
- Policies related to students (admission; health; immunization; discipline; interrogations and searches; student records; 'due process' in suspension or dismissal)
- Policies related to instruction (co-education; teaching of religion; library and textbook selection; co-operative or exchange programmes with host country schools; authority of host country Ministry of Education over curriculum).

In general, the best approach is: 'When in doubt, seek competent legal advice'. And remember the following points:

- *There is no such thing as 'unwritten policy'.* If it isn't in writing, and has not been formally adopted by the Board, it doesn't exist. Precedent by itself is not enough.
- *Fill policy gaps.* Legal counsel can help you check your policy collection against applicable legal requirements to make sure you haven't overlooked something important.
- *Clean up your language...* Vague or carelessly written policies are difficult to implement, easily subject to mis-interpretation, and feeble in court. You don't need elaborate, formal statements, but you do need to be clear. Defining exactly what you mean by one or two key words (in legal terms) may make all the difference.
- *...But insist on plain English.* Good lawyers write well. So do good policy drafters. If you can't understand what a policy means, chances are that your students, parents, and staff can't, either. Clarity and legal correctness are not mutually exclusive.
- *Even the best-written policy can still land you in court.* There is always the possibility of a challenge. But you will be in a much stronger position if your policy is in writing; clear; and properly checked for legality. Don't count on luck and precedent!

2.2.7 Coherence in Policy

A well-made policy manual reflects a coherent approach to policy decision-making, rather than a piecemeal one where policy topics are treated in isolation from one another. A clear example of a deliberate attempt to create links between important policies which, together, form the core of international school management, is shown in **Fig. 3**, and described briefly below.*

1. As a starting point, there must be broad agreement upon the *philosophy and purpose of the School*, and these must be set out in a written statement which will become the touch-stone for all other policy development.

2. For a philosophy to have practical value, it must be translated into specific *targets* or *aims* for the whole School, against which outcomes and staff performance can be measured.

3. To do this, however, the aims must be translated into specific *objectives for staff*, relating aims into actions which can bring about their achievement. That instrument already exists, but is often under-used in many schools: the *job description*, which, if carefully constructed, can link aims with expectations of performance.

4. From there to *staff appraisal instruments* is a short, logical step. Such instruments should mirror the relevant job description; teachers should be appraised on those skills, qualities and attitudes incorporated in a job description which in turn reflects the aims and philosophy of the School. The final link in the chain then also becomes obvious:

5. A comprehensive *staff development programme* must be constructed, to support staff in their efforts to achieve the School's aims.

Clearly, *in order to build consensus and ownership, teachers must share in these crucial decisions*, and be fully involved in the development of all details at every stage of the chain. (See **2.2.5**, above.) The ultimate goal of the entire policy exercise is to build a *shared* vision of what the School should be. The risk of *not* involving staff in this is much greater than the risk of possible arguments, or even the potential risk to some of the top administration's or the Board's authority. After all, 'Leading a school means laying yourself on the line.'*

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* 'Translating Philosophy Into Action', by Kevin Bartlett, Primary Headmaster, Vienna International School. *International Schools Journal*, Autumn 1989, Issue No. 18, pp. 59-67.

2.2.6 Taking the Vote

Once the chief administrator has submitted one or several proposed drafts (along with any Policy Impact Statements and other supporting information) to the Board at a formal meeting, the Board debates the issue again, but this time it should pay attention to precise wording, and ensure that the policy says exactly what the Board intends it to say - no more, no less. Keeping in mind our basic definitions, remember that a **policy** should contain the Board's broad policy objectives, and should not try to anticipate every eventuality or give detailed directives. These must, of course, follow - but as **regulations**.

This first round is usually called a 'first reading'. Because this happens at a formal Board meeting, the staff and public will - perhaps for the first time - hear what the proposed policy contains; in order to give them, and yourselves, a fair chance to think it over and consider any amendments, it is best not to take a vote on the new policy at this time. A second (and maybe a third) reading should follow until you, and perhaps your legal counsel, are quite satisfied that the policy is right.

If the Board adopts the policy, don't let it be buried in the minutes. Give it an appropriate heading and code (see **The System** in this **PLANNER**); date it; add appropriate legal, contract/agreement, and cross references; and place it in your policy manual. In addition, persons who will be affected by the policy should receive a copy of it, or (in the case of parents or persons outside the School) should in some way be apprised of the new policy - for example through your school newsletter, or a notice sent home with your students, using the familiar 'lunchbox mail system'!

If the Board votes against the policy, don't simply forget the whole thing. That initial problem, issue, or need which prompted you to draft a policy in the first place is probably still there...and still needs to be dealt with, but in a different way.

Finally, ensure that you have some way of checking up on the policy's **effectiveness**. This can be done administratively by regular 'process reports' from staff; and should be followed up at Board level via regular 'product reports' from the senior administration (see **THE POLICY CYCLE** diagram in Part 1). It's helpful to remember that the shape of policy making is **circular**!

2.2.7 POLICIES ANY BOARD OUGHT TO HAVE

(A) Choosing the Top Ten

In the preceding sections, we have already established that, while 'Small is Beautiful', a small policy manual is beautiful only if it contains what you need - no more, but certainly no less. Also, that all policies are important, if they give guidance in an area of concern to the people in your school.

But some, undoubtedly, are more important than others. If you had a slowly rising flood in your school office (you know the feeling!), and you had half an hour to decide which statements to save, which ones would you select? Your list would probably look something like this:

1. Educational Philosophy: This is 'MEGA-policy': the cornerstone for the entire school edifice. Without it, you'd find it difficult to formulate coherent curriculum, staffing, and evaluation policies; financial and facilities-use strategies; and student behaviour rules. This is also the one statement which MUST be home-made: a photocopy of another school's educational philosophy, however commendable, will simply not do.

2. Policies About Policies: This is 'META-policy': it enables you to organize the policy making process. It should clarify how and by whom policy issues can be raised, and spell out processes of development, adoption, dissemination, filing, implementation, feedback, and revision.

3. Legal Status of the School, and Powers and Duties of the Board: Legal and tax status; ownership of facilities and other assets; procedure to be followed in case of major change or dissolution; membership, organization, and powers of the Board. These, in international schools, are usually laid down in a set of By-Laws or Articles of Association.

4. Instructional Goals and Objectives: These are closely related to your Educational Philosophy, but focus on what you want your students (and thus your professional staff) to achieve. They should set out clearly the type of curriculum you follow at various levels, and your expectations of eventual outcomes. A statement of Goals and Objectives should form the basis not only for curriculum monitoring and development, financial and staffing priorities, class sizes, and professional development, but also for student assessment and promotion, and any external examinations available to your students such as the International or European Baccalaureate, the International General Certificate of Secondary Education, Advanced Placement Tests etc.

5. Guiding Principles for Personnel: Again, this should be compatible with your philosophy and with your instructional goals. What *sort* of staff are you looking for? How do you see the roles of the administration, the professional staff, and the support staff, and how will staff members relate to the Board? What sort of structure do you wish to encourage - e.g., are you in favour of team management? What sort of accountability structure do you think you will need to achieve overall aims?

6. Student Responsibilities and Rights: What sort of relationship do you expect between your staff and students - what sort of 'climate' are you aiming for - formal and disciplined; informal and open; with clear lines of authority or democratic? These matters need to be thought through before you formulate codes of student behaviour, or disciplinary policies.

7. Business and Financial Goals and Objectives: Based again on your overall philosophy and instructional goals, but this time translated into statements about budget planning and adoption structures; long-term financial planning; financial authority and control; principles for setting tuition and fee levels related to student numbers, etc.

8. Facilities: Ownership, Purpose, Protection, Use: Facilities strategy should be planned in the light of your educational philosophy and instructional goals, as well as your financial goals and objectives. In addition, the *use* of your facilities should reflect, among other things, your view of the School's role within the larger international community; and your aims in protecting the security of property and people.

9. Support Services, Goals and Objectives: Efficient transportation, maintenance and custodial services, and food services make your School's daily routines tick. Set some basic expectations and goals, which would help you choose the right level of staffing, the right sort of staff, and the right level of budget allocations to support services.

10. Internal and External Communications: How will the Board interact with its staff, students, parents, community, and with host country schools and officials? To what extent will the Board and the administration invite participation in decision making? Who will speak for the Board? How can complaints be considered?

2.2.8 THE IRREDUCIBLE THREE

If instead of half an hour you have 10 minutes to decide, here are our nominations for three absolute rock-bottom necessities:

- **Educational Philosophy** ('MEGA-policy')
- **Policy about Policy** ('META-policy')
- **Accountability**, a model showing the roles of the Board, the Administration, the staff, and support services, and how their performances will be *evaluated* in the light of your educational philosophy.

2.2.9 CREATING A CORE COLLECTION

But obviously, no functional policy manual could consist of a mere three or even 10 basic statements. To check on the state of your own policy manual, you might start by giving it a **'Health Check'** along the lines suggested in Part 3 below, which is concerned with **Policy Manual Compilation**; more immediately, you might compare the adequacy of your current collection by comparing it against the sample listing of core topics given on the following pages:

SCHOOL PHILOSOPHY AND PURPOSE

'Recognize all that is positive in the student and use your heart and wisdom to develop these attributes.'

Wojciech Dindorf, October 1987

The International School is an institution in which people of a wide variety of nationalities and with many different cultural backgrounds, work and live together. It should be a dynamic, creative place but also one where a fundamental awareness of and respect for the rights and freedoms of every individual in this community and in the world outside are inculcated.

Therefore, we should aim to foster in students the ability to think with precision and clarity and respond to other people with sensitivity and open-minded sympathy. We should seek to equip students with the capacity to improve themselves and to help produce a more caring community. The School should aim to foster in students a sense of their own worth, and to encourage careful decision-making, a resilience to setbacks and a flexibility of approach to change and different social intellectual and political contexts.

As each individual benefits from a sense of success, it is imperative that we identify and develop all aspects of their activities and value the uniqueness of their contributions to the School and later to the communities in which they move.

Students have responsibilities not only to themselves but also towards their community and their environment. Therefore, we should encourage a willingness to understand, respect and appreciate the unique aspects of the host community, a curiosity and excitement about the richness and dynamism of other cultures and at the same time, a thoughtful appreciation of the varied aspects of their own. We should encourage students to regard the natural world as their inheritance and their responsibility, recognising the need to protect and preserve the environment.

Finally, the School should encourage the students to apply rational thought to problems; to nurture and use their imaginative and intuitive capacities; to examine statements, opinions and propositions objectively, forming judgements on them which are considered and vigorously scrutinised; to recognise the differences between the various modes of thinking and the advantages and benefits of each; we should aim to foster the ability to express ideas and opinions with lucidity, precision and flair.

We hope that the spirit of these aims will inform the values, attitudes and actions of all members of the community and will enable students to confront and deal with the multiplicity of problems and address the challenges which living in the world will impose.

Adopted: (date)

Note: This statement of ideals is linked with the specific aims and objectives following as 1.201 (Also 7.10). See further notes on that page.

INSTRUCTIONAL GOALS AND OBJECTIVES

[Note: The following set of aims are an interpretation of the preceding School Philosophy and Purpose statements, in terms of the primary age range. These aims are seen as one link in the chain which connects the School Philosophy to daily practice in the primary school, and are to be used as guidelines for educational planning, professional evaluation, etc. These connections reflect the model presented in Section 2.2.7 of THE BASICS section of this PLANNER, 'School Philosophy in Action.']

PRIMARY SCHOOL AIMS

It is our aim:

- to create a social and learning environment which is international in its outlook, non-racist, non-sexist and which does not promote any one religious or political creed to the exclusion of others.
- to educate our pupils in the use of reason and tolerance as a means towards conflict solving, rather than to resort to aggression and coercion.
- to ensure that learning is enjoyable and that pupils at the School are provided with a stimulating, caring environment.
- to place the child's own experience at the heart of the learning process, to make this the basis of our own teaching whenever possible, and to extend the child through the provision of meaningful learning experiences.
- to provide our pupils with a foundation of essential skills but also to place an emphasis upon *how* children learn as a complement to *what* they learn.
- to encourage curiosity and independence of thought and to develop higher level thinking skills of our pupils. In so doing, to develop an approach to learning that will enhance the growth of the individual throughout life.
- to work for the development of the whole child. By this we mean we will address the intellectual, emotional, social, creative, linguistic, cultural, moral, aesthetic and physical needs of each of our pupils and that we will bear in mind the interdependency of these aspects of a child's development.
- to recognize the children's individualism and diversity of background and experience and to develop the potential of each child.
- to keep abreast of current educational thinking and to ensure that our teaching has a sound theoretical base.

- to develop in our pupils an awareness of global issues, to encourage discussion of these and provide opportunities for our pupils to exercise their own problem-solving skills.
- to offer the opportunity to our pupils to obtain fluency in English and, for those pupils for whom it is appropriate, also in German.
- to develop within the school community an awareness and tolerance of different cultures, beliefs and lifestyles.
- to involve parents in the education of their children through regular communication and involvement in school activities.
- to recognize the importance to our school of its location and to forge close and positive links with the culture of our host country.
- to make a contribution to the wider field of international education and to actively foster relationships with our fellow international schools.

Adopted: (date)

BOARD MEMBER CONFLICTS OF INTEREST

Board members shall have no substantial financial or other interests that conflict with the interests of the School. In any given case, the Board shall decide whether or not a conflict of interest is 'substantial', and whether it warrants any special measures, such as requiring the member to refrain from voting on a particular matter, or requesting his resignation.

It is the responsibility of Board members to make known to the Board any circumstances that could involve a potential conflict of interest between themselves and the School.

The remuneration received from the School by ex-officio Board members, such as the principal and the teacher representative, shall not be considered a conflict of interest for the purposes of this policy.

Adopted: (date)

ELECTION OF BOARD MEMBERS

The School Board shall be a self-perpetuating institution, and all members shall be elected by, and hold office at the pleasure of, the majority of the School Board.

The School Board shall have a minimum of six and a maximum of 11 members at any one time. The actual number of members greater than six chosen to serve on the School Board shall be determined by the School Board from time to time.

Members shall be responsible persons of the community chosen on the basis of intelligence, experience, reputation, integrity, and interest in School welfare. Additionally, every effort shall be made to ensure that:

a. The major national interests supporting the School are duly represented on the School Board;
b. Other interests supporting the School within the community may also be represented on the School Board whenever appropriate.

Each member of the School Board shall be responsible for designating an alternate to attend meetings when the member is unable to do so. Such alternate shall be fully authorized to act in the name of the member. Board members who are absent or who do not ensure attendance of an alternate for three consecutive regular Board meetings may be considered as having resigned, unless the Board determines that such absences occurred for justifiable reason.

Elections

Whenever a vacancy occurs on the School Board, the remaining members of the Board shall fill the vacancy, in accordance with the By-Laws and with policy 2.205. Because the Board is a *self-perpetuating* body, regular members shall serve until they resign or are removed from membership under the By-Laws (i.e., regular members do not serve fixed terms).

The only members of the Board who do serve *fixed terms* are the representatives of the Parent-Teacher Organization; these are nominated by the PTO from among PTO membership, and, *if duly elected by the School Board*, they shall serve two-year terms. The Board, however, retains its authority under the By-Laws to consider all nominations and hold all elections to Board membership.

Established by By-Law and practice
Adopted: (date)

LEGAL AND BY-LAW REFS.: By-Laws of the School Board, Art. 1, Sec. A(4), (5), (6), (7), and (8); Art 1, Sec. B(5)

CROSS REFS.: 1.203, Community Involvement in Decision-making
2.10, School Board Legal Status (and subcodes)
2.20, 2.30 and 2.40 subcodes (all pertain to the Board)
2.205, Vacancies on the Board
2.50, Board Policy Development
9.60, Parent-Teacher Organization

Note: The Teachers' Association selects one of its members to serve as an observer on the Board; he or she will, at the Board's request, participate in discussions, but will not have a vote. (By-Laws, Art. I, Sec. B(5).)

BOARD POLICY DEVELOPMENT

By-Laws of the School Board

It is a policy of the School Board to adopt an operational set of By-Laws; to revise those By-Laws as provided there; and to make available the current By-Laws to sponsoring agencies, to the host country government, parents, staff, and interested citizens.

The By-Laws will include the number of members serving on the Board, the procedures for election or appointment of Board members, their term of office, qualifications for serving on the Board; the titles of official officers to the Board, and their duties; the procedures for electing officers and their terms of service; the Board's procedures for conducting meetings and public hearings; and any other items or procedures deemed necessary for the responsible management of the School.

Policies of the School Board

The adopted policies of the School Board shall be considered an addendum to the By-Laws, and shall be established as provided in the By-Laws.

Development and Adoption of Board Policies and By-Laws

Adoption of new policies or changing existing policies is solely the responsibility of the Board. Adoption, deletion, or amendment of By-Laws shall require a quorum of five members of the Board and a majority vote. By-Laws and regulations shall be issued to all parents at the time of a student's acceptance in the School. If at any time, a policy established by the School Board is unacceptable to the parents, reconsideration of the policy by the School Board may be accomplished by a three-fourths vote of the total voting strength at a regular or special meeting of the parents.

Proposals for new policies or revisions of current policies may be made in writing by anyone connected with or interested in the School, and may be presented to the School Board through the Superintendent. The Board will review the proposal and either approve it for drafting or reject it and inform the person(s) submitting the proposal of the reason for the rejection.

Except in cases of emergency, the adoption of Board policies will follow the sequence below. The sequence may not be concluded in less than two open meetings of the Board.

1. Reading of proposed or revised policy as an item of information, after a copy of the draft has been distributed to Board Members ('first reading');
2. Receipt of concerned individual or group responses (by the Superintendent) for presentation to the Board at the next meeting;

3. Discussion and final action by the Board, after receipt of a final draft.

(*Note*: Changes to the proposal after the first reading will not require that the entire sequence be repeated, unless the Board so directs.)

The formal adoption of policies will be recorded in the minutes of the Board meeting. Only those written statements so adopted and so recorded will be regarded as formal policy of the Board. Policies will be effective immediately upon adoption, unless a specific effective date is provided in the motion to adopt.

Emergency Procedure

If a situation arises in which the School Board must act quickly, the Board may, by majority vote, waive the requirements of the adoption sequence described above, and may propose, discuss, and adopt a policy or a policy change at a single meeting. However, it is the practice of the Board to reconsider such 'emergency' policies after they have been in force for several months, to ensure that the policy is well-considered and is still appropriate for continued use.

Adopted: (date)

CROSS REFS.:	1.10,	School Legal Status
	1.20,	School Philosophy and Mission
	2.10,	School Board Legal Status
	2.50	subcodes (all pertain to policy development, adoption, revision)

LITTLETON ACADEMY GOVERNING BOARD NORMS
4/22/97

To maximize the functioning of the Littleton Academy Governing Board, it is important that all members agree to abide by operating norms which have been established to enhance Board effectiveness.

1. Become familiar with the Littleton Academy original charter application, contract, by-laws, and policies.

2. Become informed on educational issues. See Bibliography for reading suggestions.

3. Treat fellow Board members respectfully including both positive demeanor and verbal comments. Always attempt to understand other viewpoints and reflect this sense of understanding. Disagreement ought not to be expressed in a disagreeable manner.

4. Attempt to form solutions to the problems and decisions facing the Board that incorporate the best thinking of all Board members.

5. Treat all staff respectfully. Obtain prior authorization from principal before making classroom visits.

6. Do not disclose confidential issues regarding students, parents and personnel.

7. Do not discuss opinions about staff with other staff or parents. Confidential discussions about staff may be held with the principal, remembering that the principal, not the Board, is ultimately responsible for staffing decisions.

8. Maintain an open and objective perspective; evaluate all information thoroughly before making judgements.

9. Recommend that parents first discuss any problems that they may want to bring to you with their child's classroom teacher, the Vice-Principal, or the Principal.

10. Inform the Principal about concerns parents bring to you, unless confidentiality is specifically requested and appropriate to the situation.

11 . Limit comments regarding the election of new Board members to discussion about issues; do not publicly recommend specific candidates.

LITTLETON ACADEMY POLICY

CODE: **GDD**
NAME: **Classified Staff Hiring and Assignment**
DATE: **February 20, 1997**
REVISED:

The support of the highest quality classified employees is crucial to the success of Littleton Academy. Therefore, the Governing Board will make every effort to attract and retain the very best people in all of the Academy's classified positions.

Selection Criteria and Procedures

The principal shall select the best qualified applicant for each position, without regard to age, race, color, creed, sex, marital status, national origin, religion, ancestry or place of residence.

Qualifications

Classified employees shall be qualified by their training, experience and general competence, as determined by the Governing Board. They shall hold such licenses, certificates or special qualifications required by Colorado law or Littleton Public Schools policy, unless such matters have been waived. Classified employees shall also set an example of self-motivation and self-discipline for students, staff and community and demonstrate honesty, personal responsibility and respect for others in the performance of their duties.

Other Requirements

Upon employment, classified employees shall file with the Littleton Public Schools:

A tax form W-4
A health certificate signed by a physician on a form provided by the Littleton Public Schools
A Public Employees Retirement Association membership application form
Authorization and application for any other form of payroll deduction
US Department of Justice (Immigration and Naturalization Service) Employment Eligibility Verification form I-9
Food service employees shall have a valid TB test certificate before employment.

BEST COPY AVAILABLE

Assignments:

No Littleton Academy employee shall be assigned to a position which makes him or her the direct supervisor or evaluator of a member of his or her immediate family. Members of an immediate family for the purpose of this policy are: spouses, children, stepchildren, parents, stepparents, siblings, stepsiblings, mothers-in-law, fathers-in-law, grandparents, grandchildren and persons residing in the same quarters as an Academy employee at least one-half of each month in the immediately preceding twelve month period or receiving at least one-half of their financial subsistence from an Academy employee each month in the immediately preceding twelve month period, regardless of their legal relationship to the Academy employee.

LITTLETON ACADEMY POLICY

CODE: JI
NAME: **Student Conduct**
DATE: **December 5, 1996**
REVISED: **July 24, 1997**

Littleton Academy expects all its students to exhibit self-discipline, personal responsibility and respect for the rights of others. To promote those principles, the Governing Board adopts the following code of student conduct.

The code shall not infringe upon constitutionally protected rights and shall be: clearly and specifically set forth in writing, provided to each Academy student at the earlier of the start of a school year or a student's admission to the Academy, posted in the Academy office and available at a reasonable charge to anyone upon request. Material changes to the code shall be distributed to students and posted as soon as practicable.

The code shall be interpreted and implemented in a manner that best effectuates the principles set forth above. Academy employees shall supervise the behavior of students and insure that students abide by the code in all circumstances.

For the purpose of this code, "possession" means to have on one's person, or in or on one's personal property, conveyance, desk, locker or other Academy-provided storage area.

PROHIBITED BEHAVIOR:

Students shall not perform any of the following acts or engage in any of the following activities (unless a place is otherwise described herein): in the Academy building, on Academy grounds, on other Littleton Public Schools grounds, at Academy- or Littleton Public Schools-sponsored or -sanctioned activities or events, or at any other place which interferes with Academy operations or threatens the safety or welfare of Academy or Littleton Public Schools students or Academy or Littleton Public Schools employees. Violations of this code shall result in imposition of the penalties set forth herein. The proscribed acts and activities are:

1. An offense committed by a child at least 14 years of age but under 18 years of age that would constitute a crime of violence under C.R.S. 16-11-309(2) if committed by an adult, regardless of where committed.

2. Acts which result in a declaration that the student involved is habitually disruptive. For the purpose of this code, "habitually disruptive" means causing material and substantial disruption in the classroom, on Academy grounds or at Academy-sponsored or -sanctioned activities or events which results in suspension three times during a school year by behavior which was student-initiated, willful and overt.

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3. Continued willful disobedience or open and persistent defiance of proper authority.

4. Repeated interference with the Academy's ability to provide educational opportunities to other students.

5. Threatening or willfully causing or attempting to cause physical injury to another person, except in self-defense. For the purpose of this code, "self-defense" means using physical force to defend oneself or another person from what one reasonably believes to be an actual, imminent threat of physical harm. Self-defense requires that: (a) no more force be used than a reasonable person would use in the same circumstances, (b) the defender did not provoke the threat of physical harm and (c) the defender had no reasonable means of avoiding the threat of physical harm.

6. Willful theft, defacing or destruction of Academy or private property, or an attempt to do any of those things.

7. Vulgar language, profanity or obscene gesture directed toward other students, Academy or Littleton Public Schools employees, volunteers, contractors, tradespeople or visitors.

8. Name-calling, derogatory statement, ethnic or racial slur or other oral or written communication addressed publicly to another person which is substantially likely to disrupt the good order and discipline of the Academy or incite violence. Response in kind or by violence to any such act or activity is equally as proscribed as the initial act or activity.

9. Obtaining or attempting to obtain anything of value from an unwilling person, or causing or attempting to cause anyone to act through the use of force or the threat of force.

10. Lying, willfully misleading, deceiving or giving false information, either orally, in writing or by act or omission, to an Academy employee or Governing Board member or Littleton Public Schools employee.

11. Scholastic dishonesty, which includes but is not limited to, cheating on a test, plagiarism and unauthorized collaboration with another person in preparation of written work.

12. Violation of any Academy rule or regulation. (Subject to the approval of the principal, teachers may establish such rules of conduct within their classroom and such academic regulations as they deem appropriate, so long as those rules and regulations do not conflict with state or federal law or applicable Academy or Littleton Public Schools policy. Such rules shall be reduced to writing and distributed to students at the beginning of each school year and whenever they are modified during a school year.)

13. Use or possession of tobacco or knowingly being in the presence of tobacco use or possession after an adequate opportunity to leave such presence.

14. Use, sale, possession or being under the influence of alcohol, drugs or other controlled substances, use or possession of drug paraphernalia or knowingly being in the presence of the use or possession of alcohol, drugs, controlled substances or drug paraphernalia after an adequate opportunity to leave such presence, as "drugs," "controlled substances" and "drug paraphernalia" are defined by C.R.S. 12-22-303 and C.R.S. 12-22-502. For the purpose of this code, "being under the influence" means being in a state in which speech, behavior or appearance is affected by or evidences prior use.

15. Possession of any prescription medication without a physician's or dentist's written order for administration and a parent's written request for administration, possession of any non-prescription medication without a parent's written request for administration, and use of any prescription or non-prescription medication except via administration by the Principal or designee. (The Principal or designee may, at his or her sole discretion, decline to administer any prescription or non-prescription medication.)

16. Use or possession of any insignia, apparel, accessory, school supply, manner of grooming, hand gesture, graffiti or printed material that denotes or promotes membership in a gang. "Gang" for the purpose of this code means any group, secret society, organization or association that advocates drug use, violence, ethnic intimidation or disruptive or illegal behavior.

17. Use or possession of a dangerous weapon, as it is defined by C.R.S. 22-33-106(d), without the prior approval of the Principal or designee.

18. Hazing or meaningless, difficult and humiliating initiation OF ANY STUDENT to any group or organization connected with the Academy.

19. Making an unwelcome sexual advance which has the purpose or effect of unreasonably interfering with a student's educational performance or creating an intimidating, hostile or offensive educational environment for the student.

20. Assault upon, disorderly conduct toward, harassment of, making knowingly false allegation of child abuse or any offense under the Colorado Criminal Code against any Academy or Littleton Public Schools employee, regardless of where such act takes place, or damage on the Academy premises to the personal property of such person.

PENALTIES:

The following penalties shall be imposed for violations of the specified provisions of this code set forth below the penalties:

Mandatory Expulsion

1. Declaration as an habitually disruptive student.

2. Carrying, bringing, using or possessing a dangerous weapon , as defined in C.R.S. 22-33-106(d), without the prior authorization of the Principal or designee.

3. The sale of a drug or controlled substance, as defined in C.R.S. 12-22-303.

4. The commission of an act which if committed by an adult would be "robbery" pursuant to C.R.S. 18-4-301, *et seq*., or "assault" pursuant to C.R.S. 18-3-201, *et seq*. (other than an act by an elementary school student that would be third degree assault pursuant to C.R.S. 18-3-204 if committed by an adult).

Possible Expulsion (at the discretion of the Governing Board)

An offense that would constitute a crime of violence under C.R.S. 16-11-309 if committed by an adult.

Suspension

No more than five school days, with a possible maximum ten school-day addition (at the Principal's discretion):

1. Continued willful disobedience or open and persistent defiance of proper authority.

2. Willful defacing or destruction of Academy or Littleton Public Schools property.

3. Behavior which is detrimental to the welfare or safety of other pupils or Academy personnel, including behavior which creates a threat of physical harm to the student involved or other children. Such behavior includes but is not limited to:

a. Threatening or willfully causing or attempting to cause physical injury to another person, except in self-defense.

b. Willful theft Academy, Littleton Public Schools or private property, willful defacing or destruction of private property, or an attempt to steal, deface or destroy Academy or private property.

c. Obtaining or attempting to obtain anything of value from an unwilling person, or causing or attempting to cause anyone to act through the use of force or the threat of force.

d. Use or possession of tobacco or knowingly being in the presence of tobacco use or possession after an adequate opportunity to leave such presence.

e. Use, possession or being under the influence of alcohol, use, possession or being under the influence of drugs or other controlled substances, use or possession of drug paraphernalia or knowingly being in the presence of the use or possession of alcohol, drugs, controlled substances or drug paraphernalia after an adequate opportunity to leave.

f. Possession of any prescription medication without a physician's written order for administration and a parent's written permission for administration, possession of any non-prescription medication without a parent's written permission for administration, and use of any prescription or non-prescription medication except via administration by the Principal or designee.

g. Use or possession of any insignia, apparel, accessory, school supply, manner of grooming, hand gesture, graffiti or printed material that denotes or promotes membership in a gang.

h. Hazing or meaningless, difficult and humiliating initiation of any student to any group or organization connected with the Academy.

I. Making an unwelcome sexual advance which has the purpose or effect of unreasonably interfering with a student's educational performance or creating an intimidating, hostile or offensive educational environment.

j. Assault upon, disorderly conduct toward, harassment of, making knowingly false allegation of child abuse or any offense under the Colorado Criminal Code against any Academy or Littleton Public Schools employee, or damage on the Academy premises to the personal property of such person.

4. Repeated interference with the Academy's ability to provide educational opportunities to other students. Such behavior includes but is not limited to:

a. Vulgar language, profanity or obscene gesture directed toward other students, Academy employees, volunteers, contractors, tradespeople or visitors.

b. Name-calling, derogatory statement, ethnic or racial slur or other oral or written communication addressed publicly to another person which is substantially likely to disrupt the good order and discipline of the Academy or incite violence, and response in kind or by violence.

c. Lying, willfully misleading, deceiving or giving false information, either orally, in writing or by act or omission, to an Academy employee or Governing Board member or Littleton Public Schools employee.

d. Scholastic dishonesty, which includes but is not limited to, cheating on a test, plagiarism and unauthorized collaboration with another person in preparation of written work.

e. Violation of any Academy rule or regulation.

No more than ten school days, with a possible maximum ten school-day addition (at the Principal's discretion):

Violations of the foregoing grounds for suspension in the Academy building or in or on Academy grounds.

To the extent any subject within this code is addressed by a Littleton Public Schools policy which contains additional elements to those set forth herein, which additional elements do not conflict with the provisions of this code, those additional elements shall remain in full force and effect.

Legal Reference: C.R.S. 22-32-109(1)(w)(x) Authority to develop, adopt and enforce a discipline code and to protect teachers

C.R.S. 22-32-110(2),(3),(4) Development and adoption of a discipline code and protection for actions taken under the code

C.R.S. 22-33-106 Grounds for suspension, expulsion and denial of admission

C.R.S. 18-9-121 Ethnic intimidation

C.R.S. 22-1-117 Secret societies

C.R.S. 22-1-118 School boards' powers to enforce prohibition of secret societies

C.R.S. 22-1-120 Free expression in public schools, no limitation on school boards' powers to control gang activities

LITTLETON ACADEMY POLICY

CODE:	**JA**
NAME:	**Enrollment**
DATE:	**July 1, 1996**
REVISED:	**April 3, 1997**

Within the time limits described below, students shall be enrolled in the Littleton Academy on a first-come, first-served basis, without regard to race, creed, color, sex, national origin, religion, ancestry, disability or need for special education services. "Residents" for the purpose of this Policy shall mean students who remain over night and take at least one meal per day for at least 185 days within the immediately prior 365 days (judged from the dates of the Academy's receipt of the students' enrollment registrations) in dwellings owned, leased or rented by their parents or legal guardians within the boundaries of the Littleton Public School District.

For school year 1996-97, students who are residents of the Littleton Public School District and whose enrollment registrations are received by the Academy on or before 5:00 PM, Littleton time, June 28, 1996, shall have initial enrollment priority, both over non-residents of the District and among themselves, based on the dates and times of the Academy's receipt of their registrations. District residents shall have the same priorities as non-residents if their registrations are received by the Academy after that date and time. Any student whose enrollment registration form is received by the Academy before the statutory open-enrollment date for 1996 but is not admitted because of enrollment limitations shall retain his or her priority for all following years, until he or she is offered enrollment in the Academy. If such student declines enrollment when offered by the Academy before the statutory open-enrollment date, he or she shall lose his or her enrollment priority, and if the student desires to establish a new priority, he or she must submit a new enrollment registration form, receipt of which by the Academy shall determine his or her new priority. If such student declines enrollment when offered by the Academy after the statutory open-enrollment date, he or she shall not lose his or her enrollment priority. Registrations received in the same mail delivery shall be given priority by random drawing, whether received before or after June 28.

For all school years after the 1996-97 year, from the day following the statutory open-enrollment date of each year (beginning October 2, 1996) through April 30 of the same school year (*i.e.*, the following calendar year), District residents shall have initial enrollment priority for the following school year higher than students who do not reside in the District. Priority among District residents shall be established by the dates and times of the Academy's receipt of residents' enrollment registrations. District residents shall lose their right to priority vis-a-vis non-residents if their registrations are received by the Academy after midnight of April 30. Initial enrollment registrations received from May 1 through the statutory open-enrollment date of the following school year shall be given priority according to the dates and times received by the Academy, regardless of the places of residence of the applicants. Registrations received in the same mail delivery shall be given priority by random drawing, whether received before May 1 or after April 30.

Applicants whose District residence status changes between the time of initial application and acceptance by the Academy shall notify the Academy of such changes in writing within 30 calendar days of occurrence. Such notice shall give new District residents in-District priority based on the dates and times of the Academy's receipts of notice. Failure to notify the Academy of students' changes from in-District to out-of-District status after application but before enrollment shall result in the students' disenrollment at the end of any school year in which the changes are discovered.

Students who re-enroll in the Academy for the following school year on or before April 30 of the current school year, their siblings who enroll on or before that date and children of full-time Academy teachers who enroll on or before July 31 of that year date shall have in-district priority over all initial enrollees and waiting list applicants. As between siblings of re-enrolled students and children of full-time Academy teachers, children of full-time Academy teachers shall have first priority. Students who are not children of full-time Academy teachers and who re-enroll between May 1 and the following school year's statutory open-enrollment date shall be treated as initial enrollees. Students who are children of full-time Academy teachers and who re-enroll between August 1 and the following school year's statutory open-enrollment date shall be treated as initial enrollees. If any parent, including any teacher, fails to enroll his or her child at the first opportunity offered by the Academy between the opening of school and the year's statutory open-enrollment date, the child shall lose his or her priority and shall be moved to the bottom of the appropriate (in-district or out-of-district) waiting list. Re-enrollment priority shall be established by the dates and times of the Academy's receipt of registrations. Registrations received in the same mail delivery shall be given priority by random drawing.

For any current school year the Principal shall have the authority to increase the size of any class to 26 students if necessary to accommodate the child of a teacher hired after April 30 but on or before July 31 of the prior school year. For the next school year (not the current school year) the Principal shall have the authority to increase the size of any class to 26 students if necessary to accommodate the child of a teacher hired after July 31 of the prior school year.

References: CRS 22-30.5-106(1)(l) Charter application - contents
CRS 22-30.5-104(3) Charter school - requirements - authority

LITTLETON ACADEMY POLICY

CODE: IHA
NAME: **Health Education**
DATE: **January 30, 1997**
REVISED: **July 24. 1997**

Though health education is not required by Colorado law, there is sufficient support in the parent community to justify its teaching at Littleton Academy. Generally, health education will be taught in mixed classes of boys and girls. However, because the human sexuality component of health education can convey values that some parents may find objectionable and because it can be the source of embarrassment to mixed groups of students, it shall be taught separately to boys and girls, strictly as a biological matter, without reference to its mental, emotional or sociological consequences or the moral dimension thereof. Boys shall be taught human sexuality by a male teacher, and girls shall be taught by a female teacher. The Core Knowledge scope and sequence shall be followed in teaching all matters of health.

Health education instructional materials shall be available for public inspection during school hours. At least two calendar weeks before human sexuality is addressed in any class, parents of all students in the subject class shall be given written notice of the fact that it will be taught and the option to remove their students from that portion of the class. Parents must file a written request for removal with the Principal at least three school days before the subject is addressed in class. The Principal shall determine from what portion of the class a student may be excused. Excused students shall be given alternative educational assignments for the time they are out of the class. Students excused from The human sexuality portion of a health education class or part thereof shall not be responsible for learning the material taught in the excused class or part thereof.

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LITTLETON ACADEMY POLICY

CODE: **JK**
NAME: **Student Discipline**
DATE: **December 5, 1996**
REVISED: **July 24, 1997**

Littleton Academy requires that students behave in an orderly, disciplined way because order and discipline are irreducible prerequisites to academic achievement. To promote the academic achievement of all Academy students, the Governing Board adopts the following code of student discipline.

INTERROGATIONS AND SEARCHES:

For the purpose of this code, "reasonable suspicion" means a suspicion based on personal observation, interrogation or facts provided by a reliable informant that cause an Academy employee to believe, based on his or her personal experience, that the search of a particular person, place or thing will lead to the discovery of evidence of violation of state law, Littleton Public Schools policy or Academy policy, rules or regulations. "Reasonable suspicion" is more than a mere hunch.

For the purpose of this code, "contraband" means all substances, materials or things banned from Academy property or student use or possession by state law, Littleton Public Schools policy or Academy policy, rules or regulations.

Interrogations. An Academy employee may interrogate a student if the employee has a reasonable suspicion that the student knows of a violation of state law, Littleton Public Schools policy or Academy policy, rules or regulations that occurred on Academy property or at an Academy- or Littleton Public Schools-sponsored or -sanctioned activity or event. To the maximum extent practicable, interrogations shall be conducted in private, with as little disruption as possible to the Academy's schedule.

If an officer of the law requests permission to interrogate a student on Academy property or at an Academy- or Littleton Public Schools-sponsored or -sanctioned activity or event about a crime that took place off Academy property and not at an Academy- or Littleton Public Schools-sponsored or -sanctioned activity or event, the Principal or designee shall endeavor to be present throughout the interrogation.

Concerning any crime except child abuse, if the student is under 18 years of age and is not emancipated, as defined by state law, the Principal or designee shall not permit the interrogation until the student's parent, guardian or legal custodian is also present. However, any representative of the local social services department or law enforcement agency, upon proper identification, shall be permitted to interview on Academy premises, without court order or consent of a parent, guardian or legal custodian, any Littleton Academy student who is the subject of a report of possible child abuse.

If an officer of the law requests permission to interrogate a student about a civil matter on Academy property or at an Academy- or Littleton Public Schools-sponsored or -sanctioned activity or event, the Principal or designee shall secure permission of the student's parent, guardian or legal custodian before allowing interrogation to take place.

Searches. A search may be conducted only if the Academy employee conducting the search has reasonable suspicion that it will lead to the discovery of evidence of violation of state law, Littleton Public Schools policy or Academy policy, rules or regulations.

Personal. The Principal or designee must authorize the search of any student's person. Such a search shall be restricted to the student's clothing and personal property such as purse or backpack. To the maximum extent possible, it shall be conducted in private. At least one and no more than three persons of the same sex as the student being searched, in addition to the searcher, shall witness but not participate in the search. The parent, guardian or legal custodian of any student searched shall be notified of the search by the Principal or designee as soon after the search is concluded as is reasonably possible.

Locker, Desk or Storage Area. Because lockers, desks and other storage areas at Littleton Academy are provided only for student convenience and remain the sole property of Littleton Public Schools, no student has a reasonable expectation of privacy as to such areas. No student shall lock or otherwise impede access to such areas, except with locks provided by the Academy. The Principal or designee may authorize inspection, access for maintenance and search, including "canine sniff search," of all or any part of such areas at any time, with or without reasonable suspicion of violation of state law, Littleton Public Schools policy or Academy policy, rules or regulations, and without prior notice to students. Canines shall not be used to search students, their personal property or classroom in which students are present.

Searches by Officers of the Law. The Principal or designee may request a search of all or any part of Academy premises by an officer of the law. All such searches shall be carried out under criminal law and procedure rather than this code. No Academy employee shall assist a law officer in conducting a search or otherwise participate in a search unless expressly directed to do so by the law officer. If an officer of the law seeks permission to search a student, his or her personal property or Academy premises to obtain evidence of criminal activity, the Principal or designee shall require the officer to produce a valid search warrant before allowing the search to proceed, unless: (1) there is uncoerced consent by the student, (2) there is probable cause to believe that taking the time to obtain a search warrant would frustrate the purpose of the search, or (3) the search is incidental to arrest and is limited to the person arrested and his or her immediate surroundings.

Custody of Evidence. Anything seized in a search may be admitted in evidence in any suspension or expulsion proceeding. If the item seized is not available at such proceeding because of having been consumed in testing or turned over to law enforcement authorities, written identification of the seized item may be introduced into evidence at such proceeding, provided that the hearing officer finds such written identification accurate and complete. Law enforcement authorities will be requested to retain anything seized in a search under this code for a period of three years. If a student or his or her parent, guardian or legal custodian request return of a seized item, it shall be returned after the end of the current school year and after a conference with the parent, guardian or legal custodian, so long as it is not in the custody of law enforcement authorities.

PHYSICAL INTERVENTION AND RESTRAINT

Academy employees may use reasonable and appropriate physical force to: restrain a student from an act of wrong-doing, quell a disturbance threatening physical injury to others, take possession of a weapon or other dangerous object within the possession or control of a student, defend themselves (*i.e.*, the employees), protect persons or property or preserve order.

SUSPENSIONS

Alternative. Except when a student has been recommended for expulsion, a student may remain in the Academy if his or her parent, guardian or legal custodian ("parent" or "parents") agrees to attend class with the student for the period of time specified by the Principal or designee, so long as the Principal or designee and the student's teacher(s) agrees to that alternative. The purpose of the parental presence is to supervise the student, not to participate in the class. To exercise this alternative, a parent and student must sign a consent form containing the following conditions:

> Only one parent, and no other person, may attend class
>
> Parent and student must obey all Academy policies, rules and regulations
>
> Parent and student must follow all directions of Academy employees
>
> Parent and student must attend every class for the entire scheduled class time
>
> Parent and student must not disrupt any class or activity
>
> The parent must supervise the student at all times in class, on Academy grounds and at Academy- or Littleton Public Schools-sponsored or -sanctioned events or activities

If the parent or student does not agree or fails to fully comply with the foregoing conditions, the alternative may be revoked, at the sole discretion of the Principal or designee. Upon revocation, the student shall be suspended for the balance of the original suspension period not served by this alternative. Upon successful completion of the alternative, the student's disciplinary record will show no suspension.

Procedure. The Principal or designee may suspend students who are not under a legal disability for no more than twenty school days, depending on the nature of the offense, in accordance with the penalties provisions of the Student Conduct Code (Academy Policy JI) by use of the following procedure.

Notice. The Principal or designee shall give the student, parent, guardian or legal custodian oral or written notice of intent to suspend at or before the time of suspension hearing. Oral notice shall be given in person, and written notice shall be given by mailing notice to the student's last known address. The notice shall contain at least the date, time and place of the proposed suspension hearing, the specific statute, Littleton Public Schools policy or Littleton Academy policy, rule or regulation upon the violation of which the suspension is to be based, a statement of the factual basis for the suspension and a statement of any surrounding facts and circumstances which may bear upon the decision to suspend or not to suspend.

Hearing. A suspension hearing shall not be open to the public, however, a parent, guardian or legal custodian may be present. The parent, guardian or legal custodian's participation in the hearing shall be at the Principal's or designee's sole discretion. The Principal or designee shall give the accused student an opportunity to admit or deny the allegations contained in the notice, describe his or her version of the pertinent facts, present witnesses and other evidence in his or her defense, cross examine witnesses and argue why suspension should not be imposed. The Principal or designee may also call witnesses. At the conclusion of the hearing, the Principal or designee shall announce his or her decision and the factual basis therefor. A hearing shall be held before any student is suspended from school. The Principal's or designee's decision is final and not subject to appeal.

Exception. Notice need not be given and hearing need not be held before physical removal from Academy premises if an accused student's presence poses a continuing danger to persons, property or the academic process. However, in such circumstance a hearing as provided above shall be held as soon as practicable after the student's removal.

Notification After Suspension. Immediately after a suspension, the Principal or designee shall notify the student in writing of the fact of the suspension, the grounds therefor, the period of the suspension and the time and place at which the student can meet the Principal or designee to review the suspension. A copy of the notification shall be sent to the Governing Board and may be sent to the student's teachers.

Removal from Academy Grounds. A suspended student shall be removed from the Academy building and grounds immediately after a hearing that results in suspension and after the Principal or designee and parent, guardian or legal custodian determine the best way to transfer custody of the student to the parent, guardian or legal custodian.

Extension of Suspension. If the Principal or designee exercises his or her discretion to extend a suspension for a period of no more than ten school days in addition to the original suspension period, he or she shall notify the student in writing before the end of the original suspension period and send a copy of the notice of extension to the Governing Board.

Readmittance. The Principal or designee, at his or her sole discretion, may readmit a suspended student before the term of the suspension has ended. The chief criterion for readmittance shall be evidence presented to the Principal or designee at a meeting with the student and his or her parent, guardian or legal custodian demonstrating that the reason for the suspension has been removed.

Make-up Work. A suspended student shall be provided an opportunity to make up school work during the period of suspension so that he or she is able to reintegrate into the Academy's educational program after the suspension is complete.

Students With Disabilities. Students with disabilities who engage in disruptive activities and/or actions dangerous to themselves or others may he suspended by the Principal or designee in accordance with this code. Following each suspension, the Principal or designee shall forward a copy of the letter of suspension to the Littleton Public Schools director of special education or designee, who shall monitor the frequency and nature of behavior causing the suspension. Such suspensions must be for a definite period of time, no longer than five days, unless extended no more than five additional days. Such suspensions shall not be considered a change of placement. The Principal shall consult with the Littleton Public Schools' Director of Special Programs and the Academy's legal counsel prior to suspending a special education student, except in cases of emergency or where otherwise impracticable. The Director of Special Programs or designee shall call for a review of the student's Individual Educational Plan (IEP) when the pattern of behavior causing the suspension or frequency of suspensions suggests the need for a more restricted or alternate placement. Repeated suspension may not be used as a device to change a student's placement without the procedural safeguards provided in federal law or to deny a student access to a free appropriate public education. In cases in which the Academy and the parent, guardian or legal custodian disagree about the placement of a disruptive student with disabilities, the Governing Board may seek a court injunction allowing the Academy, in conjunction with the Littleton Public Schools, to place the student over the parent, guardian or legal custodian's objection. None of the above procedures shall prohibit an IEP team from establishing consequences for disruptive or unacceptable behavior as part of a student's IEP. The plan shall be subject to all procedural safeguards established by the IEP process.

REMEDIAL DISCIPLINE PLANS

For the purposes of this section, the Principal or designee will be described as the "disciplinary officer." Employees shall provide a written report to the disciplinary officer whenever a student initiates material and substantial disruptive behavior in the classroom, on Academy grounds, or at an Academy- or Littleton Public Schools-sponsored or -sanctioned activity or event which is overt and which requires the attention of the employee reporting the incident. The disciplinary officer shall confer with the employee reporting an incident, and if determined necessary, the disciplinary officer will contact the student's parent, guardian, or legal custodian to discuss the incident. If the disciplinary officer determines that the student has caused a material and substantial disruption, the officer shall prepare a brief written summary of the incident, the result of his or her conferences with parent, guardian or legal custodian, other investigations and his or her conclusions about the incident. The parent, guardian, or legal custodian will be given a copy of the summary, which also will be placed in the student's discipline or cumulative file. The student and/or parent, guardian, or legal custodian may submit a written response to the incident report, which will then be attached to the written summary.

The disciplinary officer shall develop a remedial discipline plan for a student who has been suspended for causing a material and substantial disruption and review and modify the plan after any second suspension. To develop the plan, the disciplinary officer will arrange for a meeting with the student, the student's parent, guardian, or legal custodian, and any Academy employees that the officer determines should attend. The purpose of the meeting is to address the reasons for the student's disruptive behavior and to cooperatively establish goals, objectives, and timelines to modify such behavior. The meeting participants shall prepare a written plan that establishes behavior goals and objectives, consequences for violation of the plan, and any other necessary information. A student's refusal to initiate a plan shall be grounds for expulsion. The plan shall be written in the form of a contract that the student and his or her parent, guardian, or legal custodian shall sign and date. The parent, guardian, or legal custodian will be provided a copy of the remedial discipline plan, and the plan will be placed in the student's cumulative file, which file will go with the student when the student moves on to another school.

Disruptive behavior by special education students shall be dealt with in accordance with the student's Individual Education Plan (IEP). These procedures for disruptive student behavior apply to special education students only to the extent that Academy employees must file incident reports on disruptive behavior by any and all students. It will be the responsibility of the disciplinary officer and other appropriate Littleton Public Schools personnel to coordinate these procedures with a special education student's IEP.

Students who engage in disruptive behavior thee times during the school year and violate their remedial discipline plans will be declared "habitually disruptive." The Principal shall inform the Governing Board in writing when a student is declared habitually disruptive. The disciplinary officer shall communicate to the disciplinary officer at the next school a disruptive student attends that a remedial plan was in place during the previous year. The disciplinary officer shall communicate to the student and the parent, guardian or legal custodian in writing of each suspension counted toward declaring the student habitually disruptive. Habitually disruptive students shall be expelled in accordance with Academy procedures for expulsion.

EXPULSIONS AND DENIALS OF ADMISSION

Notice. No less than five days before any hearing date on the question of expulsion or denial of admission, the Principal or designee shall cause written notice of the hearing to be delivered by regular mail to the student and his or her parent, legal guardian or legal custodian at the student's last known address. If the Governing Board believes that reason exists to shorten the notice period, it may direct the Principal or designee to do so, so long as the student receives actual notice of the hearing before it is held. The notice shall contain at least the specific statute, Littleton Public Schools policy or Littleton Academy policy, rule or regulation upon the violation of which the expulsion is to be based, a statement of the factual basis for the expulsion, a statement of any surrounding facts and circumstances which may bear upon the decision to expel or not to expel, a statement that a hearing on the proposed action will be held if requested by the student at a specified time and place at least five days after the date of the notice, a statement that the student may be present at the hearing and hear all information presented against him or her, a statement that the student may present such information and witnesses as may be relevant to the issue and be represented by his or her parent, guardian or legal custodian and an attorney, and a statement that failure to participate in such a hearing will constitute waiver of all further rights regarding expulsion.

Hearing. An expulsion or denial of admission hearing shall not be open to the public and shall be held as soon as practicable after the question arises. The Principal or designee shall be the hearing officer. He or she shall make available to the student at the hearing all documents, witnesses and other evidence to be considered. Procedure for conduct of the hearing shall be determined by the Principal or designee and shall include the right to admit or deny the allegations contained in the notice, describe his or her version of the pertinent facts, present witnesses and other evidence in his or her defense, cross examine witnesses and argue why expulsion or denial of admission should not be imposed. The standard of proof shall be "a preponderance of the evidence," that is, whether the student is more likely than not to have committed the offense charged. Record of the hearing need not be made. Within five days after the hearing, the Principal or designee shall send the student by ordinary mail delivered to the student's last known address the Principal's or designee's written decision regarding expulsion or denial of admission, including findings of fact and recommendation to the Governing Board.

Appeal. The student may submit a written appeal to the Governing Board within five days after the decision is rendered by the Principal or designee. The Governing Board shall hold any appeal hearing as soon as practicable after the request therefor. Notice of the date, time and place of the hearing shall be given to the student by regular mail addressed to his or her last known address. The hearing shall be held in executive session. The Principal or designee shall present his or her findings of fact and all evidence considered in arriving at his or her decision. The student may present witnesses and evidence. Both sides may cross examine. Members of the Governing Board may question any person who presents evidence. The standard of proof shall be "a preponderance of the evidence," that is, whether the student is more likely than not to have committed the offense charged. Both sides may present closing statements. A written record (not necessarily *verbatim*) of the hearing shall be made. The Governing Board may deliberate in private, but its decision must be made publicly and announced at the hearing. The Board's attorney may be present and advise the Board at the deliberation, so long as he or she has not represented the Academy at the hearing. If the appellant student is receiving special education services, the Board shall consult with the Littleton Public Schools director of special education and the Academy's legal counsel prior to either expelling the student or placing him or her in an alternate education program.

Written Confirmation. Immediately after an expulsion appeal hearing, the Principal or designee shall confirm to a student in writing the result of the hearing, the grounds therefor and the period of any expulsion. A copy of the notification shall be sent to the Governing Board in any case, and if expulsion is upheld, a copy shall be sent to the Superintendent as well. A copy of the notification and all other expulsion documents shall also be maintained in the student's file.

Information to Parents. Upon expelling a student, the Principal or designee shall provide information to the parent, guardian or legal custodian of the expelled student concerning the educational alternatives available to the student during the period of expulsion. If the parent, guardian or legal custodian chooses to provide a home-based education program for the student and if requested by the parent, guardian or legal custodian, the Principal or designee shall assist the parent, guardian or legal custodian in obtaining appropriate curricula for the student.

If a student is expelled for the remainder of the school year, the Principal or designee shall contact the expelled student's parent, guardian or legal custodian at least once every 60 days until the beginning of the next school year to determine whether the child is receiving education services. The Principal or designee is not responsible for contacting the parent, guardian or legal custodian if the student enrolls in another public or private school or if the student is committed to the State Department of Human Services or sentenced to a detention facility.

Readmittance. The Principal or designee, at his or her sole discretion, may readmit an expelled student before the term of the expulsion has ended. The chief criterion for readmittance shall be evidence presented to the Principal or designee at a meeting with the student and his or her parent, guardian or legal custodian demonstrating that the reason for the expulsion has been removed.

Habitually Disruptive Students. No student shall be declared "habitually disruptive" until the Academy disciplinary officer develops a remedial discipline plan with the student, the student's parent, guardian, or legal custodian, and any Academy employees that the officer determines should participate. The plan shall establish behavior goals and objectives, consequences for violation of the plan, and any other necessary information. The plan shall be written in the form of a contract that the student and his or her parent, guardian, or legal custodian shall sign and date. A student's refusal to initiate a plan shall be grounds for expulsion. The plan shall be developed after the student's first suspension for causing material and substantial disruptions and shall be reviewed and modified after a second suspension for such behavior. The Academy shall solicit the student's and parent, guardian or legal custodian's full participation in development of the plan.

Crimes of Violence. Only the Governing Board may determine whether to expel a student for being charged with the commission of a crime of violence. The Board shall use the following procedures when considering such an expulsion.

Upon receipt of a report that a student has been so charged, the Principal or designee shall take all necessary action to protect the safety and welfare of other Academy students and Academy employees. The Principal or designee may immediately suspend the student, pending Board action, after determining that the person named in the report is actually the Academy student in question. In so acting, the Principal or designee shall comply with Academy suspension procedures.

As soon as is practicable, the Board shall meet in executive session to determine whether the student should continue to be educated at the Academy. In arriving at that decision, the Board shall decide whether the student has exhibited behavior that is detrimental to the safety and welfare of other students or of school personnel, and whether educating the student at the Academy may disrupt its learning environment, provide a negative example for other students or create a dangerous and unsafe environment for students or school personnel. The standard of proof the Board uses in its decision shall be "a preponderance of the evidence," that is, whether the foregoing facts are more likely than not to occur or to have occurred.

If the Board determines that the student should not be educated at the Academy, the Board shall either proceed to expel the student, following Academy expulsion procedures, or await resolution of any juvenile court proceedings to consider expulsion, in which case the Academy shall provide the student with an appropriate alternate education program or home-based education program, pending the outcome of the juvenile matter.

If the Board awaits conclusion of juvenile court proceedings, it may make one of two determinations following those proceedings. If the student pleads guilty, is found guilty or is adjudicated a delinquent juvenile, the Board shall expel the student, following Academy procedures. If the student does not receive an adjudication, is found not guilty or pleads guilty to a lesser charge, the Board shall hold an expulsion hearing, following Academy procedures, at which hearing it may or may not expel the student. If the student is receiving special education services, the Board shall consult with the Littleton Public Schools director of special education and the Academy's legal counsel prior to either expelling the student or placing him or her in an alternate education program. Information used by the Board for the purposes of this code shall remain confidential unless such information is otherwise available to the public by law.

DISCIPLINARY INFORMATION

Communication. Whenever the Principal or designee determines that disciplinary information must be communicated to a teacher, he or she shall prepare a brief written statement which sets forth the information to be communicated, provide a copy to the teacher and record the names of everyone who is given a copy. The statement shall indicate it is a confidential document, and the source of the information shall be noted, if applicable. The teacher and Principal or designee may discuss the information in the statement.

The Principal or designee shall provide a copy of the written statement to the student and the student's parent, guardian, or legal custodian (hereinafter referred to as "the parent"). However, if a student is 18 years old or older, the student may inspect his or her own records, and his or her written permission will he necessary in order for the parent to receive them. The written statement shall indicate that the student and/or parent may challenge the disciplinary information on the basis that it is inaccurate, false or misleading, unless the statement is solely a summary of an incident for which the student and parent have already been afforded a due process hearing prior to imposition of discipline. If such hearing has been held, the following challenge procedures do not apply.

Challenge. The student or parent may request in writing within seven days after receipt of the written statement from the Principal or designee a review of that statement. If the deadline is not met, the statement will stand as written, and there will be no further opportunity to challenge that statement. If the student or parent challenges any part of the statement, the Principal shall review the part of the statement being challenged and may, by mutual agreement with the person making the challenge, add or delete information or change the challenged contents.

If the Principal does not agree to change the written statement as requested, the student or parent may request an informal hearing with the Governing Board within 10 days after the Principal's decision not to change the statement. This request must be in writing and must state the reasons for the request. The Principal may file a written response to the student's or parent's request. The Governing Board shall hold an informal hearing and make a decision within 10 days after receiving the request. The Board's decision shall be final and not subject to appeal. The Board shall maintain a written record (not necessarily *verbatim*) of each such hearing. The hearing shall not be open to the public.

Once a hearing has been held on a disciplinary statement, that statement may be communicated to teachers. If the statement has been communicated prior to the conclusion of the hearing and changes have been made to the statement, the Principal or designee shall provide a copy of the revised statement to all those who received the original statement. Any teacher who receives a statement containing disciplinary information shall maintain the confidentiality of the information and shall not communicate the information to any other person. Any violation of this provision will result in disciplinary action.

IMMUNITY FROM LIABILITY

Development, Adoption and Enforcement of Code. The Governing Board and all persons who act in good faith in developing, adopting and enforcing this code shall be immune from all civil and criminal liability for so doing unless they act willfully or wantonly in so doing.

Acting in Compliance with Code. Administrators, teachers, other Academy employees and all other persons who act in good faith and in compliance with this code shall be immune from civil liability for so doing unless they act willfully or wantonly in so doing. Acting in good faith, in compliance with this code and not in a willful or wanton manner shall be an affirmative defense to any criminal action brought against any administrators, teachers, other Academy employee or other person.

Child Abuse. The act of an administrator, teacher, other Academy employee or other Littleton Public Schools employee shall not be considered child abuse, as defined in C.R.S. 18-6-401(1) and 19-3-303(1), if the act was performed in good faith and in compliance with this code or was an appropriate expression of affection or emotional support.

To the extent any subject within this code is addressed by a Littleton Public Schools policy which contains additional elements to those set forth herein, which additional elements do not conflict with the terms of this code, those additional elements shall remain in full force and effect.

Legal References: C.R.S. 22-32-109(1)(w)(x) Authority to develop, adopt and enforce a discipline code and to protect teachers

C.R.S. 22-32-110(2),(3),(4) Development and adoption of a discipline code and protection for actions taken under the code

C.R.S. 22-33-106 Grounds for suspension, expulsion and denial of admission

C.R.S. 19-1-119(5) Juvenile Court proceedings concerning crimes of violence, Academy use of information

C.R.S. 22-20-101, *et seq.* Special education

C.R.S. 22-33-106(1)(c) Suspension and expulsion of special education students

Academy Charter School
Castle Rock, Colorado

CONTRACT FOR EXCELLENCE PROGRESS REPORT

November 1, 1996

Academy Charter School continues to make significant gains measured against the goals established in ACS's original application, February 1995. Now entering its fourth year and serving 333 students in grades K-8, ACS has demonstrated *schools of choice* are viable alternatives to traditional public education. Our student body includes 13.3% special needs population, 8% free or reduced lunch recipients, and 10% Title One; each exceeding both district and national averages.

A. Graduation Rate

1. 100% of eighth grade students will go on to high school ninth grade classes.

Goal achieved

Graduation rate for 1995-1996 was 100%. All eighth graders are currently enrolled in ninth grade at various public and private schools. Eighth grader Lisa Allen was recognized as a Mullen Scholar by Mullen High School in Denver, Colorado, and was awarded an academic scholarship. Of the 258 students who took the high school placement test at Mullen High School for the 1996/97 school year, Lisa scored in the top ten.

2. 100% of all At Risk students will have individual learning plans.

Goal exceeded

Every student at Academy Charter School has an Individualized Learning Plan (ILP).

3. Academy Charter School students will meet Douglas County School Districts satisfactory levels in all areas on the 1995 MEAP tests.

Goal exceeded

The 1995 MEAP test results show the percentage of Academy Charter School students scoring at the satisfactory level in all areas exceeded the district's average. Although we have ITBS data for 1995-96, we have discontinued utilizing ITBS tests this year, 1996-97 at Academy Charter School. In general, our composite scores met or exceeded national averages in all areas. We are in the process of developing standards and assessment tools to correlate with the new state academic standards.

4. At least 9 months of academic growth for each child will be documented.

Goal achieved

This goal, at least as written, was probably not attainable. Eighty-six percent of our student population demonstrated at least nine months growth. The remaining 14% have been identified as At Risk. The majority of the latter population represents low end At Risk students. In the school's first year of operation, ten students (8.4%) were staffed as special needs students. During the second and third years, twenty-six additional students were staffed into the special needs program, bringing the total number of students formally served (IEP's established) to forty-four (13.3%).

B. Attendance Rate

1. Maintain or exceed 96%

Goal achieved

96% attendance rate 95-96

2. **75% of the parents volunteer at least 20 hours annually.**
Goal not achieved

Parental involvement:

1993-94	7,000 hours
1994-95	8,127 hours
1995-96	11,400 hours

90% of Academy Charter School families volunteered a total of 11,400 hours in 1995-96. We have exceeded the number of hours from the previous year, and 57% of the families documented volunteered at least 20 hours. With the assistance of our new volunteer coordinator, the following steps were implemented to increase the percentage of parental participation:

- Improved process for documenting parental hours
- Developed a parental skills/expertise list to match with school needs
- To more effectively meet our diverse demographics, volunteer projects are being better coordinated to accommodate community groups.

3. **Positive climate.**
Goal achieved

1995-96 Parent Survey: Goal: 90% of the respondents to the parent survey agree or strongly agree with the following statements:

Strongly Disagree	**Disagree**	**Agree**	**Strongly Agree**
1	2	3	4

- Academy Charter School meets the needs of my student.
  Survey: 95% - 3.5 average score
- My child likes school.
  Survey: 95% - 3.4 Average score
- Parent Teacher conferences tell me what I need to know about my child's progress.
  Survey: 94% - 3.5 Average score.
- My child feels safe at school.
  Survey: 95% - 3.4 average score.
- I plan to enroll my child in Academy Charter School for 1996-97 school year.
  Survey: 97% - 3.5 average score

C. Student Achievement Rate

1. **Meet or exceed the 65 percentile on composite scores for grades second through eighth.**
Goal exceeded

Grades second through eighth met the 73rd percentile. We will discontinue utilizing ITBS tests this year, 1996-97. Our goal is to correlate ACS assessments with new state academics standards.

2. **Portfolios will be developed to show student growth over time.**
Goal achieved

Portfolio criteria for student assessment was initiated in 1995-96. A faculty committee was composed in Fall 1996 to finalize and implement portfolio assessment.

3. **The percentage of continually enrolled At Risk students will have been reduced by 7%.**
Goal not met

The percentage of continually enrolled at risk students remains the same, although we have had an 8% decrease in the amount of resource services being provided. These IEP students have had the amount of services provided reduced, demonstrating individual growth and development.

4. **ITBS will be administered annually to each student in grades second through sixth.**
Goal exceeded

ITBS was administered to grades second through eighth. ITBS will be discontinued for the 1996-97 school year in order to align with district assessments.

5. **85% of continuously enrolled students will score at or above predicted ability levels on both reading and math.**
Goal achieved

Composite reading and math scores were at the 73rd percentile on the ITBS.

D. Additional Goals

1. **Implement Phase I of Technology Plan. This includes purchasing 19 multimedia pc's to create a lab including peripherals (color printer and scanner, 4 lab + 2 middle school computers) and software. ACS staff will, with the assistance of parent, district, and business resources will:**

- Solicit individuals to create TechCorp, a group of ACS and community members knowledgeable about computer systems, dedicated to completing and supporting this project
- Determine and bid hardware, software and installation requirements to create the a multimedia computer lab and computer supported classrooms
- Define expectations for teacher use the classroom, for instructional, communication and administrative purposes
- Arrange for installation of the system. Provide training and ongoing support for teacher and staff implementation of the above, in house and or in conjunction with a facility such as TCI's Sparkman Center
- Purchase the hardware, software, and installation materials to create the system

Goal achieved

- 19 multimedia pc's purchased to create computer lab including peripherals (color printer and scanner, 4 lab + 2 middle school computers) and software
- Lab computers networked for printing and equipped with Microsoft Office and educational software bundles.
- CD-ROM library has been established and maintained by the computer lab manager
- TechCorp committee has been created to coordinate this project
- Preliminary staff training has been established for the implementation of technology into the classrooms

2. **Implement Phase II of Technology Plan. Supply each of our 20 classrooms with a networked, multi-media computer, with some shared resources to be used for instruction, communication and administrative purposes. ACS staff will, with the assistance of parent, district, and business resources will:**

- Provide classrooms with hardware/network, service provider, and software for integration of technology into the classroom

BEST COPY AVAILABLE

- Provide training and ongoing support for teacher and staff implementation of the above, in house and/or in conjunction with a facility such as TCI's Sparkman Center
- Implement grading programs software at the middle school level, generating mid-quarter grades and quarterly report cards.
- Integrate computer knowledge and classroom assignments
- Schedule computer instruction 1-5 times a week for grades K-8, fifty minute classes.
- Target computer-driven lessons for At Risk students
- Access CARL, CDE, Colorado On Line, and other educational websites

Goal Achieved:

- Classrooms supplied with multi-media computer.
- Staff training has been established for the implementation of technology into the classrooms. Computer manager IBM trained education specialist.
- Middle school teachers are currently reporting mid-quarter and quarterly grades using Grade Buster software
- Integration of computer knowledge and classroom assignments have begun. Example: integration of science unit on solar system and use of computer power point, Microsoft Office, for demonstration of information researched.
- At Risk students provided with extra computer time in classrooms and computer lab to assist or supplement curriculum topics.
- Grant funds have been encumbered for networking/hardware, service provider, virus protector, software, and classroom printers.

3. Strengthen science program including alignment of Core Knowledge standards with state/district standards, insure girls as well as boys are successful and encouraged in all areas of science and higher mathematics, create further lab space and requisition of equipment needed.

Goal achieved:

Science department worked on aligning Core Knowledge standards with state and district standards, exceeding all standards. Two inservices were devoted to the topic of breaking down the barriers between girls and the higher mathematics and science. This is further strengthened by a majority of female teachers teaching higher math and sciences at ACS. Build out funds were budgeted for the development of a second science lab which was completed this summer. Equipment has been purchased to furnish this second lab.

4. Develop a comprehensive Spanish program for continuity of learning for grades K through 8, coordinating curriculum standards with Douglas County standards.

Goal achieved:

ACS Spanish teacher met with Douglas County High School Spanish department head and coordinated programs for matriculation credits to high school. A second Spanish teacher was hired with primary responsibilities for grades K-5. Middle school Spanish is a mandatory part of the regular academic program and meets five times a week. Elementary Spanish is a mandatory part of the regular academic program and meets three times a week. Resources were purchased to coordinate with high school curriculum standards.

5. Provide opportunities for staff professional growth and development:

- Articulate and practical inservices for ACS teachers
- Teacher representatives to local, state, and national conferences
- Implement state approved teacher induction program for Colorado certification
- Establish district Building Resource Teacher (BRT) to provide further teacher support/training

Goal achieved

- Ms. Julie Fairly, Douglas Country School District Secondary Education Director presented a two day inservice on "Managing Organizational Transition." This inservice utilized materials created by William Bridges & Associates
- Mr. George Betts, presented inservice on working with gifted and talented
- One teacher and one governing board member attended and presented workshop at Colorado State Accountability conference
- Charter School conference, Spring of 1996, attended by all ACS faculty
- ACS Dean and two teacher representatives attended National Core Knowledge conference, Baltimore
- Dean Kern, ACS Dean, presented inservice on "Mainstreaming the Gifted and Talented," a targeted area of concern for curriculum development
- Jeff Reick, ACS standards committee, presented an overview to the standards writing and implementation process
- Additional inservice topics including comprehensive language arts program, portfolio assessment, authentic assessment, and the integration of disciplines across the curriculum will be ongoing this year
- State League of Charter Schools conference attended by ACS Dean, four governing board members, and one teacher representative
- State Para-Pro Conference attended by one instructional aide
- National Charter School Policy Summit attended by ACS Dean, two governing board members, and one teacher representative
- National Core Knowledge conference, Spring 1997 to be attended by all ACS faculty; funds encumbered for registration fees
- ACS Dean coordinating with Douglas Country School District teacher induction program supervisor and program implementation
- BRT position filled temporarily
- ACS teacher evaluation alignment with state approved program for teacher certification

E. Community Satisfaction With School Performance

1. 75% of the parents volunteer at least 20 hours annually.

Goal not achieved

Parental involvement:

1993-94	7,000 hours
1994-95	8,127 hours
1995-96	11,400 hours

90% of Academy Charter School families volunteered a total of 11,400 hours in 1995-96. We have exceeded the number of hours from the previous year, and 57% of the families documented volunteered at least 20 hours. With the assistance of our new volunteer coordinator, the following steps were implemented to increase the percentage of parental participation:

- Improved process for documenting parental hours
- Developed a parental skills/expertise list to match with school needs
- To more effectively meet our diverse demographics, volunteer projects are being better coordinated to accommodate community groups.

2. Positive climate.

Goal achieved

1995-96 Parent Survey: Goal: 90% of the respondents to the parent survey agree or strongly agree with the following statements:

Strongly Disagree	**Disagree**	**Agree**	**Strongly Agree**
1	**2**	**3**	**4**

- Academy Charter School meets the needs of my student.
  Survey: 95% - 3.5 average score
- My child likes school.
  Survey: 95% - 3.4 Average score
- Parent Teacher conferences tell me what I need to know about my child's progress.
  Survey: 94% - 3.5 Average score.
- My child feels safe at school.
  Survey: 95% - 3.4 average score.
- I plan to enroll my child in Academy Charter School for 1996-97 school year.
  Survey: 97% - 3.5 average score

F. Effective School Practices

"Academy Charter School provides a challenging academic program based on the Core Knowledge Sequence that promotes academic excellence, character development, and educational enthusiasm for its students."

1. Academic Excellence: A Statement of Mission

Academy Charter School fully implements and utilizes the Core Knowledge Scope and Sequence as the basis for its academic program. The alignment of Core standards with district and state standards present an academic program of quality as demonstrated through ACS students scoring above district and national averages. School wide research protocol reinforces the striving for academic excellence. Academic excellence recognized by ACS Honor Roll and ACS Dean's List.

2. Character Development: A Statement of Mission

The Building Accountability Committee developed a piloted Character Development program with specific lessons for instructors to implement across the Core Knowledge Sequence. This project continues to be refined and expanded. This year includes components of community service and citizenship.

3. Beliefs About Learning: A Statement of Mission

The emphasis upon this program is that all children can learn at higher levels than previously expected. Content standards reinforce a challenging curriculum that is delivered through a variety of modalities meeting a wide range of learning styles and needs. Team teaching, small class sizes, sequential and continuity of content standards enhances a child's love for learning.

4. Clearly Defined Parent/Student Handbook; Policies and Procedures

Academic and behavior expectations are clearly and simply communicated through the use of an annually published Parent/Student handbook. Classroom teachers establish classroom management procedures based upon Lee Canter's Assertive Discipline. Consequences for minor and major infractions are clearly written and enforced in a fair and equitable manner. ACS policies are adhered to as stated by governing board and implemented by administration.

5. Individual Learning Plans

Individual Learning Plans (ILP) are jointly created by teachers and parents for each student, bring attention to areas of strengths and weaknesses for further improvement. Application of knowledge is our goal, being demonstrated through traditional means, technology, or use of authentic assessments. Portfolios are incorporated to further demonstrate and track student growth for personal and parental evaluation. Students are encouraged and supported to extend and achieve beyond their perceived limits. It is inhere [illegible] dent's self esteem is built upon the concept of mastery of material and higher order thinking skills. ILP's enhance this process, helping the child to become a life long learner.

6. Staff and Parent Involvement

Staff and Parental involvement in the student's academics are crucial for demonstrated achievement. ACS staff demonstrate and model on a continuous basis educational enthusiasm. They are seen as master teachers, facilitating, coaching, instructing, and supervising students academic development. The partnership of teachers and parents strengthens this process as evident by high test scores, positive community environment, and high re-enrollment numbers. Parents actively involved in their child's education demonstrate concern and support for their child's academic gains. ACS staff and parents have donated thousands of hours to further enhance and strengthen a combined commitment to the students and their educational environment. Parental surveys record the support and enthusiasm the ACS parental community provide.

7. Academic Program Assessment/Enrichment

Core Knowledge Scope and Sequence provides the basis for a content rich curriculum, guiding students through an academic program of quality. As student needs are identified, adjustments are made to individualize program content for each student. The ACS Academic program is continually evolving to meet a wide variety of academic challenges and future needs. Programs such Spanish immersion and Reading Resource provide further flexibility and strength, allowing students to participate in a much wider range of academic offerings. Technology purchases and implementation into the daily curriculum instruction support and broaden the Core Knowledge Sequence, offering another avenue for exploration and research. Students at all levels benefit from the depth and breadth of course offerings, each being tailored to meet their individual and corporate needs.

8. Charter School Leadership

582 students on our waiting list attest to the fact that Academy Charter School continues to offer parents a "school of choice." ACS continues in its endeavors to align the Core Knowledge Sequence with district and state standards, thus assuring the Core Knowledge schools can meet or exceed these standards. and local/national student performance expectations. This year ACS implemented the first Home School study program among state charter schools; a program especially designed for homeschooled students wishing to attend ACS on a part-time basis. ACS continues to provide an essential leadership role within the charter school movement both statewide and nationally, providing and sharing of expertise, knowledge, and experience. Partnerships with new charter schools and Core Knowledge schools are continually evolving, providing avenues for collegial support and collaboration in the areas of staff development, research, technology, standards implementation, and assessments.

Respectfully Submitted By:

Dean Kern
Dean Kern
Dean

Karen Woods
Karen Woods
Accountability Teacher Rep.

Wayne Mayes
Wayne Mayes
Accountibility Chairperson

OCT 24 1996

SCHOOL PERFORMANCE INCENTIVES AWARD
CONTRACT FOR EXCELLENCE
PROGRESS REPORT

EAGLE COUNTY CHARTER ACADEMY
OCTOBER 12, 1996

Eagle County Charter Academy (ECCA) continues to demonstrate the high standards and achieve the goals described in last years Contract for Excellence.

A. Graduation Rate

The goals of ECCA were to have:

1. 75% of all students can read at or above grade level.
   - 80.5% of all student read at or above grade level.

   GOAL EXCEEDED AND ONGOING

2. All students achieve at least a 75% grade point average each grading period.
   - 89.3% of all students achieved at or above a 75%.

   GOAL EXCEEDED AND ONGOING

3. 75% of all students score at or above the 50th percentile on standardized tests.
   - 77% of all students scored at or above the 50th percentile on standardized tests.

   GOAL ACHIEVED AND ONGOING

4. Students achieve an average score of "3" on writing assessment.
   - Students averaged a 3.74 overall score on the writing assessment.

   GOAL EXCEEDED AND ONGOING

5. 100% of enrolled students continue their education until graduation.
   - 100% of enrolled students are continuing their education.

   GOAL ACHIEVED AND ONGOING

B. Attendance Rate

The goals of ECCA were to have:

1. An attendance rate of 96%.
    - 1995-1996 attendance rate was 95%.

   GOAL PARTIALLY ACHIEVED AND ONGOING

2. An approval rating of 85% from annual climate survey.
    - ECCA received a 93% approval rating from the annual climate survey.

   GOAL EXCEEDED AND ONGOING

3. 100% attendance for fall conferences.
    - 100% attendance for fall conferences.

   GOAL ACHIEVED AND ONGOING

C. Student Achievement Rate

The goals of ECCA were to have:

1. 75% of all students read at or above grade level.
    - 80.5% of all students read at or above grade level.

   GOAL EXCEEDED AND ONGOING

2. Close the gap between ethnic minorities and anglo students on standardized tests.
    - Through the programs listed on the application, ECCA continues to bridge the gap between ethnic minorities and anglo students on standardized tests.

   GOAL ONGOING

3. 100% of all students receive an average score of "3" on the annual writing assessment.
    - 95% of all students received an average score of "3" on the annual writing assessment.

   GOAL PARTIALLY ACHIEVED AND ONGOING

4. 100% of all students achieve at least a 75% grade point average at each reporting period.
   - 89.25% of all students achieved at least a 75% grade point average.

   GOAL PARTIALLY ACHIEVED AND ONGOING

D. Additional Goal: Student Discipline

The goal of ECCA was to have:

1. Less than 54 discipline referrals.
   - ECCA had 36 discipline referrals.

   GOAL EXCEEDED AND ONGOING

E. Community Satisfaction With School Performance

The goals of ECCA were to have:

1. An approval rating of 85% every year on the parent climate survey.
   - 93% approval rating on the annual parent climate survey.

   GOAL EXCEEDED AND ONGOING

2. To have 100% of students return the following year (of students that remain in the district).
   - 99% of students remaining in the district returned to ECCA the following year.

   GOAL PARTIALLY ACHIEVED AND ONGOING

F. Effective School Practices

1. The Eagle County Charter Academy's vision is to develop a school where any teacher would like to teach, any parent would like their children to attend, and where every student can learn. Our vision is to have a school where everyone is learning, achieving, developing, and growing into their utmost potential.

2. The Eagle County Charter Academy believes that every student can learn and most importantly, the ability to have every student seek out their own lifelong learning. In its goal to create a community of lifelong learners, the school is committed to providing each student with the

skills and tools needed to become problem solving self-learners. The school's objective is to address the individual needs and learning styles of each student through diverse teaching practices such as: small class size, mentors, tutors, appropriate placement, parental involvement, and team meetings.

3. 96% of our students mastered at least 75% of the standards in Language Arts. 86% of our students mastered at least 75% of the standards in Mathematics. 78% of our students mastered at least 75% of the standards in Social Studies. 97% of our students mastered at least 75% of the standards in science. Our students took the I.T.B.S complete survey in March. Their national student norm scores are as follows: 5th grade 58%, 6th grade 81%, and 7th grade 74%, and 8th grade 63%. These scores exceed the district scores by as much as 24 percentile points in certain grade levels.

4. The ECCA is run by a governing board consisting of parents and teachers. It is the purpose of the school to bring parents actively into the life of the school to create a shared sense of purpose. Parents participate in all aspects of the school's operation such as: classroom helper, lunch duty, guest speaker, field trip transportation, mentor, tutor, accountability member, personnel committee member, policy committee member, board member, new facility member, fundraising, student council parent, and financial provider. Parents contributed over 3500 hours!

5. Improving our student's skills in the use of computer technology is an important goal at ECCA. We made a good start for our first year and we plan to improve both our equipment and our computer instruction and integration each year. We obtained our initial set of computer equipment from three sources. First we purchased 5 Macintosh Quadra 605 machines and four Stylewriter II printers for use by the staff and students. We then had an Apple II GS and an Apple IIe donated by parents, and three Apple IIe clones donated from our school district. Nine of these machines were clustered in the classroom of our math/computer teacher. Computer use was almost a daily experience in the math curriculum, using software that integrated instruction and games. For the 1995 - 1996 school year we purchased 4 Macintosh Powerbook laptop computers, a lazer printer, a video cam, 4 Super Mac's, 3 video cameras, hooked in to the Internet, and every student received Computer Lab classes.

Standard 1

Students understand the processes of scientific investigation and design, conduct, communicate about, and evaluate such investigations.

Step 12 (curriculum guide)

- Asking questions and stating hypotheses, using prior scientific knowledge to help guide their development.
- Creating and defending a written plan of action for scientific investigation.
- Selecting and using appropriate technologies to gather, process, and analyze data and to report information related to an investigation.
- Identifying major sources of error or uncertainty within an investigation.
- Constructing and revising scientific explanations and models, using evidence, logic, and experiments that include identifying and controlling variables.
- Communicating and evaluating scientific thinking that leads to particular conclusions.
- Recognizing and analyzing alternative explanations and models
- Explaining the difference between a scientific theory and a scientific hypothesis.* Add to 8th grade *
- Designing and completing a scientific investigation - either individually or as part of a student team - that extends over several days or weeks.* Student should be able to demonstrate scientific process a-f *
- Continuing to practice and apply inquiry skills as they extend their understanding of science content through further study.* not assessable *

Comments from USC staff this is the scientific method and each benchmark is thus related. Students entering college should be able to do scientific method

Step 13

* Recognize and analyze errors of bias in contemporary scientific investigations based on tenants of the scientific methods.

* Oral and written critiques on contemporary scientific investigations.

* Compare and contrast alternative explanations and models.

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Rubric 1

6 Exemplary

Performances at this level are accurate. Explanations are accurate, clear, insightful, and thoroughly developed in a variety of ways. Connections are well developed. There is no evidence of misconceptions. There are many ways a response might excel.
The hypothesis/purpose is clearly and specifically related to the investigation, alternatives are explained, rationale is developed. Procedures are systematic, detailed, replicable, and account for complexity relating the problem or hypothesis, data are logically organized in Figures/graphs/charts to compare and clarify relevant patterns, trends, and complex relationships among variables. Conclusions/interpretations are clearly and fully developed and consistent with data/information. Patterns, trends, exceptions, and implications are discussed in detail. Multiple interpretations are developed. Uses a variety of relevant specific references for background information/ideas. References are used to support predictions, claims, explanations, etc. Within the text, information/ideas are attributed to their sources.
Key Descriptors: insightful, accurate, thoroughly developed, complex, very detailed

5 Proficient

Performances at this level are accurate. Explanations are accurate, clear, and well developed. Connections are developed. There is no evidence of misconceptions.
An adequate response has a hypothesis/purpose specifically related to the investigation. Alternatives are recognized. Rationale is offered. Procedures are systematic, detailed and replicable. Data are logically organized in figures/graphs/charts to compare relevant patterns or trends among variables. Conclusions/interpretations are clearly developed and consistent with data/information. Patterns, trends, exceptions and implications are discussed. Multiple interpretations are acknowledged. Uses general and specific references for background information. Cites sources
Key Descriptors: accurate, developed, detailed, specific

3 Emerging

Performances at this level are accurate. Explanations are accurate but oversimplified. Connections are absent. Minor misconceptions are evident. In a developing response the hypothesis/purpose is not clearly related to the investigation. Statement may be ambiguous or vague. Procedures are systematic. Data are organized in some fashion. Conclusions/interpretations are simple, though generally consistent with the data/information. Uses general references such as encyclopedias.
Key Desriptors: simple, some organization, general

1 Beginning

Performances at this level are inaccurate. Explanations are oversimplified and unconnected. Major misconceptions are evident.
The hypothesis/purpose is unstated. Procedures are unapparent. Data are incomplete and/or cannot be interpreted. Does not draw conclusions. Does not cite references.
Key Descriptors: inaccurate, oversimplified, unorganized, in

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Standard 2

Students know and understand common properties, forms, and changes in matter and energy.

1. Students know that matter has characteristic properties, which are related to its composition and structure.

- Examine, describing, measuring, classifying, and predicting common properties of substances.
- Describing and explaining properties and composition of samples of matter using models.
- Separating substances based on their chemical and physical properties.
- Using word and chemical equations to relate observed changes in matter to its composition and structure.

2. Students know that energy appears indifferent forms, and can move and change.

- Identifying, measuring, calculating, and analyzing quantitative relationships involved with energy forms.
- Identifying, measuring, calculating and analyzing qualitative and quantitative relationships associated with energy transfer or energy transformation.
-

3. Students understand that interactions can produce changes in a system, although the quantities of matter and energy remain unchanged. * momentum needs to be included at least in the example *

- Identifying, describing, and explaining physical and chemical changes.
- Observing, measuring, and calculating quantities to demonstrate conservation of matt and energy in chemical changes, and physical interactions of matter.
- Describing and predicting chemical changes and physical interactions of matter, using word or symbolic equations.
- Describing and explaining physical interactions of matter using conceptual models. * delete the word conceptual *
- Relating their prior knowledge and understanding of properties of matter to observable characteristics of materials and emerging technologies.
- Modeling, quantitative aspects of chemical and physical interactions. * change modeling to calculating *
- Applying knowledge and understanding of chemical and physical interactions to explore factors that influence or govern change. * add in equations after factors *
- Distinguishing among different types of constancy and different types of change.

2.1

Students know that matter has characteristic properties, which are related to its composition and structure.

6 Exemplary

Performances at this level are accurate, complex, and detailed. They demonstrate a thorough understanding of the concepts studied and contain no misconceptions. Answers to problems and questions are accurate. The students communicate their understanding effectively and the responses go above and beyond proficient responses. Student performance might excel in many ways. They are insightful, eloquent, well-organized and contain detailed explanations, predictions and conclusions. Illuminating connections between physical prospectus and their chemical structure. They can effectively separate complex mixtures based on this knowledge. They can examine, describe classify, compare and measure multiple common properties of substances. They demonstrate a thorough understanding of the atom from subatomic to macromolecular levels and without error use and relate complex word and chemical equations to relate observe complex changes in matter to its composition and structure.

Key descriptors: accurate, complex, detailed, insightful

5 Proficient

Performances at this level are accurate, complete and demonstrate an understanding of the conceptions. Contains slight misconceptions, answer to questions and problems are accurate. Responses communicate an adequate amount of information.

Students examine, describe, measure, classify, and predict common properties of substances. They describe and explain properties and composition of samples of matter using models. They separate substances based on chemical and physical properties, and write word and chemical equations to relate observed changes in matter to its composition and structure.

Key descriptors: accurate, complete, adequate, descriptive

3 Emerging

Performances at this level demonstrate some understanding but answers to questions and problems are limited, vague, unfocused and incomplete. Students examine, describe, measure, classify and predict, with limited detail, common properties of substances. They describe and predict models, with limited understanding and depth, explaining the properties and composition of matter. Using chemical and physical properties, they can separate simple substances. They use word or chemical equations to relate observed simple changes in matter to its composition or structure.

Key descriptors: limited, vague, incomplete, some inaccuracies, brief

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1 Beginning

Performances at this level demonstrate little understanding, are fragmented and sketchy.

Students examine, describe, measure, classify and predict, with very limited detail common properties of substances. They briefly describe and predict models, with very limited understanding and depth, explaining the properties and composition of matter. Using chemical and physical properties they can separate simple substances. They have a limited understanding of word and chemical equations.

Key descriptors: fragmented, sketchy, very limited, very brief, many inaccuracies

Section (f)
Plan for Pupil Performance Evaluation, Types of Assessments, Timeline, and Procedures for Corrective Action

Pursuant to Colo. Rev. Stat. Section 22-30.5-106(1)(f) the Academy's board of directors submits the following description of its plan for evaluating pupil performance, the types of assessments that will be used to measure pupil progress towards achievement of the Academy's pupil performance standards, the timeline for achievement of such standards, and the procedures for taking corrective action in the event that pupil performance at the Academy falls below such standards.

I. Pupil Performance Evaluation, Types of Assessments and Procedures for Corrective Action

A. Evaluation Plan

As noted in section (b) each spring, all of the Academy's students will take a battery of standardized tests. The Academy has established a goal of a 5% annual increase in median scores in all subject areas. The Academy's goal is to achieve an average median attainment level of 80% in all subjects for all grade levels. The learning disabled would be exempted from the standards, and standards relevant to individual situations would be adopted in their place. Such exemptions would become part of the information exchange with the District and be included in all reports. Attainment may be demonstrated by oral examination, written examinations, writing samples, audio recordings, artistic renderings, or any combination of these examples.

Per the time line attached as Appendix D, annual evaluation reports of standardized tests will be submitted to the District as well as an initial baseline evaluation based on the standardized test methods currently in use by the District. A comparative analysis of goals established and goals achieved will be presented in the evaluation as well. The District will assume all costs associated with testing and retain individual copies of test results as is the practice with other public schools in the District.

B. Corrective Action

As a part of the ongoing instructional process, teachers will identify any student who begins to fall below accepted levels of achievement. If a student is identified as beginning to fail, then a three step process will be initiated to remedy the problem.

1. The classroom teacher will assess the problem and begin a remediation program that will include, but not limited to, additional instructional time with the teacher or an aid, labs, at-home or after-school work. If achievement has not improved, then the teacher will seek further assessment of the problem in step two.
2. If the classroom teacher has attempted to remediate the achievement of the student and little or no success has been gained, then the student will be referred to a Special Education Teacher. The Special Education Teacher will work in concert with the classroom teacher in identifying the learning problem and creating a remediation strategy for that student. If achievement has not improved, then the teaching team will refer to step three.
3. If the student continues at an unacceptable level of achievement, then the student will be referred to the County Assessment Team for assessment and diagnosis. The school will then follow the remediation plan set forth by the County. If the remediation requires a service that the Academy cannot provide, then it will be recommended that the student go to the place best able to provide the service needed. If the student has to leave the Academy, they will have the opportunity to return to the school when the special services are no longer required.

II. Timeline

A timeline for performance evaluations is set forth in Appendix D.

PERFORMANCE STANDARDS

Overview

Montessori education integrates outcomes and the learning process. The products of education cannot be separated from its processes. Independence, for example, is not a behavior separate from the process by which it is attained and practiced. Learning the process of independence is, in fact, learning to be independent (Rambusch and Stoops, 1992). Similarly, academic competence is both the disposition to do things in certain ways, and the ability to recall knowledge and enact appropriate academic procedures.

Important Montessori outcomes are life behaviors that characterize learning behaviors and positive human behaviors. Parents choose Montessori education because the values embedded in the Montessori approach match their aspirations for their children-to be confident, competent learners and socially responsible persons. For Montessorians, exposure to an appropriate, healthy environment as the child grows will increase the likelihood the child will develop strong traits and outcomes. The early childhood years are particularly important for the acquisition of learning dispositions and traits essential in later years. The Montessori environment is seen as a small community within which the individual child finds a place both as an individual and as a member of a group.

Once children acquire a particular skill or trait, they are impelled to turn it to productive use for their own development and for the benefit of the society in which they live.

Student Outcomes

SJMS will meet or exceed Jefferson County School District's published standards in the following areas with minor sequencing variations:

- Language arts
- History
- Math
- Science
- Geography
- Civics
- Economics
- Music
- Art

See Appendices 4 and 7 for more specific information on standards, outcomes and measurements.

In addition, students will achieve Montessori outcomes[1] as described below:

- **Cognitive Understanding and Thinking Skills.** Thinking and learning is what humans that are common to more than one academic discipline (e.g. categorizing, predicting). We want thoughtful classrooms. Students will evidence a variety of complex thinking processes to help resolve complex issues. Students will be able to access, evaluate and integrate information from a variety of resources. Students will be able to transfer learning to new situations. Students will be able to reflect upon his or her learning. In Montessori education the students are to think for themselves, not merely learn what other people have thought.

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[1] These descriptors are adapted from Nancy Rambusch and John Stoops. The Authentic American Montessori School, AMS and MSA, 1992

- **Confidence and competence.** Students will have self-perceived successes more numerous than his or her self-perceived failures. Students will be capable of self-correcting work, upon observation, reflection, or discussion. Students will manage the available array of "stuff" with a clear sense of purpose.
- **Independence.** Students will be able to choose their own work, apply energy to that work, complete it to a personal criterion of completion, and take and return the work to the place it is customarily kept in such a way that another child will be able to find and use the work also. Students will be able to seek help. Students will be able to locate resources to continue the self-chosen task, without necessarily involving the teacher.
- **Autonomy.** Students will be able to accept or reject inclusion in another child's work or work group with equanimity.
- **Intrinsic Motivation**. Students should be drawn to continue working for the apparent pure pleasure of so doing. Students, once having achieved a competence, will be able to move on to revel in mastery by showing others.
- **Ability to Handle External Authority.** Students should be able to accept the "ground rules" of the group as appropriate in his or her dealings with other children. Students, when distant from the teacher, should be able to function as if the teacher were nearby.
- **Social Responsibility.** Independent and autonomous persons are also always a part of a group and must attain independence and autonomy through participation in group activity. The loss of autonomy by one of a group is a loss for everyone. Students will attain independence and autonomy and, at the same time, develop social responsibility and contribute to the group. Students will be respectful of others.
- **Stewardship, Good Citizenship.** All children are part of both a world political reality and a world ecological system. Both systems have their constitutions and the citizen must learn to live with the spirit of the laws of man and nature. Citizenship outcomes of school will be described. Children will acquire civic virtues. Students will acquire dispositions to understand the natural world, to cherish it, and to live harmoniously within it.

The main objective of the South Jeffco Montessori School is to provide a carefully planned, stimulating environment which will help children develop within themselves the foundational habits, attitudes, skills and ideas which are essential for a lifetime of creative thinking and learning.

The specific goals for the children who attend the school are:

- To meet each child's physical needs while encouraging independence and self care.
- To provide a calm, warm, loving and nurturing environment in which the child feels secure and practices respect for self and others.
- To continue the respect and care for the equipment that is so much a part of the Montessori Method
- To offer a wide variety of activities within the Montessori curriculum, including practical life, sensorial, language, math, introduction to the community, art, music and movement, science, dramatic play encouraging cooperative work and play.
- To encourage curiosity within each child giving them room to discover and explore things and in return gaining independence.
- To provide ample opportunity for the use of large motor skills for indoor and outdoor activity.

DESCRIPTION OF PLAN FOR EVALUATING STUDENT PERFORMANCE

Competency and Mastery Criteria

Movement through SJMS will be based on demonstrated mastery of clearly stated curriculum standards. Mastery of basic essential skills will be established according to the Academic Standards developed by the Jefferson County School District and the American Montessori Society.

SJMS's philosophy is that learning is developmental and all individuals may develop in different ways and at different rates. Movement through SJMS will be paced by ability and motivation rather than by age or perceived grade level. Children will be organized into natural multi-age groups rather than isolated grade levels. The growth and development of each learner will be continually tracked and monitored through one or more of the following:

- A Checklist of Mastery Criteria;
- Weekly/Daily lesson plan;
- Portfolios;
- Attendance Records.

Additionally, despite the fairly poor mismatch of the Montessori curricula to the subject matter of standardized tests, students will be administered the Iowa Tests of Basic Skills in grades 3 and 5 on an annual basis, as required by the Jefferson County School District for all students.

Tracking and Record Keeping

Record keeping is highly individual and entails some of the following characteristics:

- At the kindergarten level, student records in the classroom usually consist of skill related checklists of initial presentation, degree of practice and mastery. Checklists are filed annually, but maintained daily and weekly by the teacher.
- Elementary student records are usually more specific in terms of tracking work. Many times remedial work such as math fact memorization, reading sound memorization and work completion lists are utilized for follow-up and are often maintained by the children themselves.
- Every year teachers fill out character profile forms dealing with learning styles and social interaction. Conference summary sheets are strongly suggested, recording conference content especially in anticipation of parent recollections with regard to conference detail at a later date.

- The parent conference is a key student evaluation process and should be held twice a year. Sometimes a conference with the elementary child (as part of classroom management) can orient that child to his goals for achievement.
- Written reports to parents are effective for highlighting conference content.
- Visual and hearing diagnostic evaluations will be provided every year. Treatment or assistance will be provided in accordance with Jefferson County Board of Education policy.

A sample record keeping form for Language Arts is found in Appendix 4.

Assessment for Students in the Preprimary Montessori Environment

A core tenet of the Montessori philosophy includes daily, comprehensive observation. These observations go beyond work choices and performance. The Montessori teacher records the student's ability to choose work independently, the level of coordination with which the student is able to complete the task, the order with which the task is undertaken, and the child's level of concentration present while performing the work. Specific attention is given to the child's repetition of any work, giving insight into the child's confidence with and understanding of the specific concepts which he is experience.

At the preschool and kindergarten level, direct observation is systematically recorded to note the chalks strengths and weaknesses in specific skill areas and is used as a continuous measure of student progress. The following forms of observational assessment are used in the Montessori environment at the preprimary level:

Specimen Records - These are the fullest accounts of a child's behavior and are obtained when the teacher follows a single child for a period of time, recording everything that happens to the child and everything that the child does. This form of observational assessment provides a complete picture of the child and the manner in which he interacts within the academic setting.

Duration Recordings - These records help the teacher determine how much time a child spends on a particular activity or behavior. The amount of time a child spends doing work and the length of time a student engages in isolate or cooperative activities is assessed.

Portfolios - Samples of a child's work may be used to assess the progress which he is making. Each piece of a child's work should be labeled with the date and circumstance of its production and collected in files. The teacher is then able to look over select samples of student's work to determine the progress made over time.
(Xavier University Teacher Education Program, 1995)

Assessment books are also kept for each child in the classroom. These books are updated on a daily basis as a student completes specific work in the Montessori environment. These books contain a listing of all Montessori materials located within the environment and the concepts which are stated within the preschool and kindergarten curriculum. The specific concepts are assessed through observation of the child and direct interaction between the child and the teacher. A copy of the assessment book is included in Appendix 7.

Monthly summary reports for each child may be written by the teacher in preparation for the fall and spring parent conferences. The monthly reports are written based on information compiled by the teacher for an individual child during the course of the previous month. And, the monthly reports may then be compiled and expanded into the parent conference report. The following areas of intellectual, physical, and social development are addressed:

- Personal Characteristics - self-concept, order, independence, concentration
- Social Characteristics - interaction among peers and adults
- Physical Characteristics - Gross and fine motor skills, hand dominance
- Everyday Living Skills - Care of self and environment, Eye-Hand coordination
- Art
- Sensorial - Recognition of size, form, color/tactile, auditory/music
- Geography
- Science
- Math
  - Number Concepts 0-9
  - Linear Counting
  - Decimal System
  - Operations
- Language
  - Oral – Listening, Following Directions
    - Speech/Articulation
  - Auditory Discrimination
    - Recognition of letter sounds and names
    - Rhyming
  - Enrichment of Vocabulary
  - Visual Discrimination – Matching, Sequencing
  - Writing
    - Metal Insets
    - Handwriting
  - Moveable Alphabet
    - Introduction of words, stories, phono grams
  - Reading/Grammar

Student progress reports are given to the parents at each conference during the school year. These reports consist of a master checklist of skills based on the Montessori curriculum. An example of a progress report may be found attached.

Standardized tests will be conducted at least once a year.

INFORMATION FOR OBSERVERS

Welcome to the Montessori Learning Center. We appreciate this opportunity to share our school with you and would like to present some guidelines and points of interest to make your observation as constructive as possible.

Guidelines:

Ours is a child-focused school. Tables, shelves, pictures etc. are all at the child's level and we ask that adults too, arrange their bodies so as not to disturb that child-sized scale. In addition adults in the classroom remain as inconspicuous as possible. Teachers come forward only to guide, support and enhance learning. You, as an observer, will wish to interfere with the children's environment as little as possible.

1. A low chair will be provided for you. You may sit there, or on the floor if you prefer. Whichever you choose, please do sit or kneel rather than stand in the classroom.

2. Feel free to move the chair to a more convenient location. Please make sure that you are not blocking access to shelves tables or passage ways.

3. When you wish to change locations, please do so quietly. Walk around groups of children rather than through them.

4. Be aware that by interacting with children you are changing the dynamics of the environment. It is fine to quietly answer questions, but please let children know you have your work to do, too.

5. The teachers are not free to speak with you at length during class time. Please write down your questions and comments to share with the director or a teacher at a later time.

6. Adults follow the same ground rules as children while in the classroom. Therefore, no gum, food, etc. is brought in by any of us. (If invited, please feel free to share the school's lunch or snack with the group.) Please do not sit on tables, shelves, walk around work rugs on the floor.

Points of Interest

1. Observe one child for a period of time. Notice periods of concentration and of socialization. How does she/he react to interruptions? To frustration?

2. Observe one teacher for a period of time. Is there time spent by the teacher observing? Giving presentations? In informal interactions? How does she/he spend most of her/his time?

3. Observe a child who is having a difficult day. How is his/her behavior re-directed? What is his/her effect on the group?

4. Is appropriate behavior modeled by the adults in the environment? By the older children?

5. Are the activities done by the children self-chosen or teacher-chosen? How does the teacher suggest activities?

6. Compare an older child and a younger child. Do you note a difference in ability? In concentration? In self-direction? In socialization?

7. Note interactions between teachers. Are they spoken or unspoken?

8. Observe a presentation of an activity. Do you see the order and purpose of the activity?

9. Note interactions among children. Are they positive? Are they work or fantasy oriented?

10. Is there a reaction to you as a visitor? What is the reaction?

Waivers—State and Local

Waivers of state and local school district regulations and waivers of state statues allow charter schools to educate students for fewer dollars. The waivers requested, and the reasons for the requests, should be clearly noted and stated in the proposal. Application for approval of waivers of state statutes or regulations must be made jointly with the local school district to the State Board of Education after the charter school application is approved. Such waivers, if approved, must be reviewed every two years, and are subject to revocation if deemed no longer necessary by the state board.

Waivers of local school board policy should also be included in the charter school application. A waiver of the negotiated teacher contract is typical. However, it is wise to review the local school district policy manual to determine which policies should be waived.

For additional information about waivers and the process to obtain them, call William Windler at (303) 866-6631.

1918 El Parque #5
Colorado Springs, CO 80901

October 3, 1995

Colorado State Board of Education
201 E. Colfax Avenue
Denver, CO 80203-0709

Dear Members of the Board of Education:

The Board of Education for Colorado Springs School District No. 11 (the "Board") and The Edison Project ("Edison") have entered into a contract pursuant to §§ 22-30.5-105, C.R.S., for the operation of the Colorado Springs-Edison Charter School (the "Charter School") as a charter school in the District. Pursuant to §§ 20-30.5-105(3), C.R.S., the Charter School has requested release from certain provisions of state law and regulation and that the Board join in the request for such waivers. Attached please find a "Request for Waivers" submitted jointly by the Board and the Charter School. The parties request that all regulations adopted for each statute noted within this request be waived.

The Board and the Charter School constitute the only entities affected by the waivers. Since the Charter School has no employees at this time, there are no administrators, teachers or staff currently affected. Any employees hired will accept employment based on full knowledge of the Charter School's practices, policies and procedures, and any waivers which have been granted.

The Charter School Act permits charter schools to operate free from specified state and local rules and regulations in order to effect innovative educational reform. The goal of the Charter School is to improve educational achievement and enhance educational opportunities within the School District. The Charter School's goals and objectives are to challenge students to high levels of academic performance through a core curriculum, innovative learning models and support for diverse learning styles, interests and needs. By setting individual goals for students which complement Edison's goals, student interest, learning and achievement levels are expected to increase, thereby improving attendance and graduation rates.

The parties have identified each waiver request as either "substantive" or "delegation." The Charter School requests that it be permitted to operate free from those statutes identified in the waiver requests as "substantive." The Charter School intends to comply with those waiver requests identified as "delegation," but request that all power and responsibility for doing so be delegated form the Board to the Charter School.

The Board approved the charter for the Charter School for a period of five academic operating years ending on June 30, 2001. These waivers are requested for the duration of the contract with the Board and are not expected to have significant financial impact on the District. Therefore, pursuant to §§ 22-30.5-104(6) C.R.S., these waivers are requested for five academic operating years to commence upon approval by the State Board of Education and end on June 30, 2001.

We have included the following appendices to help clarify the Charter School's intent:

Appendix A	Edison's initial application
Appendix B	Contract between the Board and the Charter School
Appendix C	Management Agreement between Edison and the Board of Trustees of the Charter School
Appendix D	Performance Appraisal System
Appendix E	Sample Teacher Contract
Appendix F	Professional Development Plan
Appendix G	Proposed Charter School Calendar
Appendix H	Proposed Charter School Day
Appendix I	Conduct and Discipline Code
Appendix J	Edison School Design
Appendix K	Primary Academy Standards
Appendix L	Elementary Academy Standards
Appendix M	School Development/Accountability Plan

Thank you for your consideration of this request.

Sincerely,

Lynn Peterson

Lynn Peterson
Colorado Springs -
President, Board of Education
Board of Education for
Colorado Springs School
District No. 11

Michael Quinlan
President, Board of Trustees
Board of Trustees for Edison
Charter School

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REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

The parties request the following waivers with the understanding that, even if granted, the Charter School is subject to limitations on its authority by virtue of its contract with District 11, which will remain in full force and effect. Delegation waivers are requested from the State Board of Education only to the extent that such delegations made in the contract from the District 11 Board to the Charter School would be deemed to be impermissible without such waivers.

STATUTE	DESCRIPTION
Certified Personnel Evaluations Local Board of Education-duties 22-9-106 (Substantive waivers)	This section requires school districts to have written system and related procedures to evaluate the performance of school district certificated personnel.

Rationale: The Charter School will be responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School Agreement (Appendix B). Pursuant to the Management Agreement between the Board of Trustees of the Charter School and The Edison Project ("Edison") (Appendix C), Edison will be responsible for conducting performance reviews in accordance with Edison's principles of accountability (described in the Application, Appendix H).

Replacement Plan: The Edison Performance Appraisal System is outlined in Appendix D.

Duration of the Waivers: The Charter School requests that the waiver be for the duration of its contract with the District 11 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon School District Eleven or the Charter School budget.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: With this waiver, the Charter School will be able to implement the Edison program and evaluate its teachers in accordance with the Edison system, which is designed to produce greater accountability. This will benefit staff members as well as students and the community.

STATUTE	DESCRIPTION
Boards of Education-specific duties 22-32-109(1)(f)	Requires the Board of Education to employ all personnel and fix their compensation.
22-32-109(1)(x)	Requires the Board of Education to adopt written rules and regulations for mandatory procedures to be followed in instances of assault upon school employees.
22-32-109(1)(z)	Requires the Board of Education to provide in-service training.
22-32-110(1)(h)	Makes Board of Education responsible for terminating personnel.
22-32-110(1)(i)	Authorizes Board of Education to reimburse employees for expenses.
22-32-110(1)(j)	Grants power to Board of Education to procure group life, health or accident insurance for employees.
22-32-110(1)(k)	Grants Board of Education power to adopt written policies, rules and regulations relating to efficiency, in-service training, professional growth, safety, official conduct and welfare of employees.
22-32-110(1)(ee)	Authorizes Board of Education to employ teacher aides and noncertificated personnel.

Principals - employment and authority 22-32-126	Authorizes Board of Education to employ principals.

(Delegation waivers)

Rationale: The Charter School will be responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. Therefore, the Charter School requests that these statutory duties be waived or delegated from the Colorado Springs Board of Education to the Board of Trustees of the Charter School. The success of the Charter School will depend in large part upon its ability to select and employ its own staff and to train and direct that staff in accordance with the Charter School Agreement and the Management Agreement (Appendices B and C).

Replacement Plan: The Charter School will be responsible for these matters rather than the District. A sample of the type of teacher contract that will be used in the Colorado Springs-Edison Charter School is attached as Appendix E. Appendix F describes Edison's Professional Development Inservice Training Plan. The Charter School principal and teachers will have flexibility in structuring professional development and school policies to meet their needs.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon the Colorado Springs School District 11. The Charter School must operate within its budget and the cost of employing staff has been included in that budget.

How the Impact of the Waivers Will be Evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: As a result of these waivers, the Charter School will select, employ and provide professional development for its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

STATUTE	DESCRIPTION
Board of Education-specific duties 22-32-109(1)(n)(I)[1] (delegation waiver)	Board's duty to prescribe length of school year and hours of teacher-pupil instruction and contact, and to adopt a calendar.

Rationale: The school year in the Charter School will commence on or about August 15th and end on or about June 30th, totalling approximately 206 days per year. The Charter School will prescribe its own school calendar and hours of teacher-pupil contact. An essential element of the Charter School design being a longer school day of 7 hours for Kindergarten through second grade and 8 hours for all other grades. This authority is instrumental to the success of the Charter School program.

Replacement Plan: Drafts of the Charter School Calendar and the Charter School Day are attached as Appendices G and H, respectively.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waivers are requested or five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11. The Charter School must operate within its budget, which has been developed under the assumption that these waivers will be granted.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: As a result of these waivers, the Charter School will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

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[1] In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the Edison Charter School fall below the state minimum requirements described in C.R.S. 22-32-109(1)(n)(II)(A) and elsewhere in Colorado statutes.

STATUTE	DESCRIPTION
Board of Education-specific duties 22-32-109(1)(w) (delegation waiver) 22-32-110(2) (delegation waiver)	Board of Education's duty to adopt a written conduct and discipline code.
Suspension, expulsion and denial of admission 22-33-105 (delegation waiver)	Authorizes Board of Education to suspend, expel and deny admission to students.

Rationale: The District has granted the Charter School the authority to establish its own student discipline and conduct code, and to suspend and expel students from the Charter School. Consultation with parents, teachers, administrators and the community should not be required for the development of the student discipline code.

Replacement Plan: Appendix I provides a description of how the Edison partnership school will develop its "Code of Civility" (discipline code).

Duration of Waivers: The Charter School requests that the waivers be for the duration of its contract with the District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The objective of these waivers is to allow Edison to create a safe and productive atmosphere for student learning. Therefore, the impact of these waivers will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of these waivers it will be able to hold students more directly accountable for their conduct and ensure a safe and productive learning environment for students.

STATUTE	DESCRIPTION
Compulsory School Attendance 22-33-104(4)	Local Board of Education duty to commence proceedings to enforce the compulsory school attendance law; review procedure for parents to challenge board of education decision concerning compulsory school attendance.
Enforcement of Compulsory School Attendance 22-33-107	
Judicial Proceedings 22-33-108 (delegation waivers)	Requires the Board of Education to adopt a written policy setting forth the District's attendance requirements and to appoint an attendance officer.

Rationale: The Charter School will have a longer school day and year than the other schools in the District. Therefore, the Charter School will also have to have a different compulsory school attendance policy. The Charter School should be allowed to designate a staff member(s) to be responsible for attendance.

Replacement Plan: The Charter School Board of Trustees will establish its own attendance policy, which will meet or exceed all state requirements. The Charter School should be responsible for enforcing the compulsory attendance law with respect to those students attending the Charter School.

Duration of the Waivers: The Charter School requests that the waivers be granted for the duration of its contract with the District 11 Board. Therefore, the waivers are requested or five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of the waivers it will be able to attain or exceed its attendance goals which are aligned with state and district objectives as set forth in the application (Appendix A) and the Charter School Agreement (Appendix B).

STATUTE	DESCRIPTION
Board of Education - specific duties 22-32-109(1)(t) (delegation waiver)	Grants board of education authority to determine educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The District 11 Board has granted to the Board of Trustees of the Charter School the authority to determine the educational program and textbooks to be used in the Charter School. The District 11 Board retains the right of final approval of the educational program.

Replacement Plan: The Charter School Design is detailed in Appendix J, and the specific curricular standards for the Primary Academy are detailed in Appendix K and the Elementary Academy curricular standards are detailed in Appendix L.

Duration of the Waiver: The Charter School requests that the waiver be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the Charter School, as per the Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the Academy standards.

STATUTE	DESCRIPTION
Board of Education - specific duties 22-32-109(1)(b)	Grants board of education authority to adopt policies and prescribe rules and regulations for efficient administration of the district.
22-32-109(1)(bb)(I) (Delegation waivers)	Requires the Board of Education to adopt a policy prohibiting the use of tobacco on school grounds.

Rationale: The Charter School will be operating independently from other schools in the district and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Trustees of the Charter School will adopt policies and the Principal of the Charter School will prescribe rules and regulations.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Charter School, as per the Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of these waivers it will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter School Agreement.

STATUTE	DESCRIPTION
Kindergartens 22-32-119 (delegation waiver)	Permits board of education to establish and maintain kindergartens and prescribe courses of training, study, discipline and rules and regulations governing the program.

Rationale: The Charter School will operate its own kindergarten program in accordance with the Charter School Agreement. The Charter School should be authorized to develop, adopt and implement the training, study, discipline and rules and regulations governing its kindergarten program, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Charter School Design provides a full day curriculum for Kindergarten students as part of the Primary Academy (Appendix K).

Duration of the Waiver: The Charter School requests that the waiver be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and measurements that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of this waiver it will be able to operate its kindergarten program to the benefit of the students, teachers and community and ensure that students have the time to achieve the curricular standards of the Primary Academy.

STATUTE	DESCRIPTION
Employment contracts - contracts to be in writing - duration - damage provision 22-63-202	Requires written employment contract with teachers, including a damages provision. Provides for temporary suspension of employment and cancellation of contract.
Payment of Salaries 22-63-403	Governs payment of salaries upon termination of employment of a teacher.
Probationary Teachers - renewal and non-renewal of employment contract 22-63-203	Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract.

(substantive waivers)

Rationale: The Charter School should be granted the authority to develop its own employment contracts and terms and conditions of employment. The Charter School, in operation for a period of 5 years, should not be required to give tenure and probationary periods to teachers. The Charter School will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in the Charter School.

Replacement Plan: Appendix E has a sample Charter School teacher contract.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of these waivers it will be able to operate its educational program in a more efficient and productive manner, and will be accountable for the performance of teachers and students in the charter school.

STATUTE	DESCRIPTION
Transfer - compensation 22-63-206 (substantive waiver)	Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale: The Charter School is granted the authority under the Charter School Agreement to select its own teachers. The District should not have the authority to transfer its teachers into the Charter School or transfer teachers from the Charter School to District schools, except as provided for in the Charter School Agreement.

Replacement Plan: The Charter School will comply with the teacher transfer provisions contained in section 6.4 of the Charter School Agreement (Appendix B).

Duration of the Waiver: The Charter School requests that this waiver be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the Charter School, as set forth in Charter School Agreement (Appendix B).

Expected Outcome: The Charter School expects that as a result of this waiver it will be able to manage its own personnel affairs. Consistent with the terms of the Charter School Agreement and the Colorado Charter School Law, the Charter School will provide the opportunity for teachers to transfer back into the District if they so choose.

STATUTE	DESCRIPTION
Grounds for dismissal 22-63-301 Procedure for dismissal - judicial review 22-63-302	Provides grounds and procedures for dismissal of teachers.

(substantive waivers)

Rationale: The success of the Charter School in accomplishing its mission is dependent primarily upon the talents, skills and personal commitment of its teachers. The Charter School must be able to terminate employees who cannot deliver its educational program successfully. The concept of tenure should not apply to the Charter School as the school is only of limited duration.

Replacement Plan: Continued employment in the Charter School shall be subject to an annual satisfactory performance evaluation, as per the Management Agreement (Appendix C). Teachers who are rated unsuccessful may be terminated by the Charter School and in some cases transferred back to the District in accordance with the terms of the Charter School Agreement (Appendix B).

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: As a result of these waivers, the Charter School will be able to terminate teachers that are not able to provide instruction in accordance with the philosophy and mission of the Charter School.

STATUTE	DESCRIPTION
Salary Schedule - adoption changes 22-63-401 (delegation waiver)	Provides for district board of education to adopt a salary schedule and place teachers on the schedule.

Rationale: The Charter School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The work day and work year in the Charter School are longer than those in the District and compensation must be adjusted accordingly.

Replacement Plan: The Charter School will adopt its own salary schedule. The Charter School will set competitive rates for each level of teachers it employs. The Charter School principal will determine the placement of teachers on the salary schedule.

Duration of the Waiver: The Charter School requests that the waiver be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waiver is for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waiver will have no financial impact upon District 11 or the Charter School as the Charter School's budget contained these salary assumptions.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: As a result of this waiver, the Charter School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission of the Charter School.

STATUTE	DESCRIPTION
Board of Education - specific duties - employment of personnel 22-32-109.7	Requires board of education to make certain inquiries and background checks prior to hiring applicants; requires board of education to notify department of education of allegations of child or sexual abuse; requires applicant to submit fingerprints and certify no convictions; provides for district to require certified personnel to submit fingerprints in certain instances.
Applicants selected for non-certificated positions - submittal of forms and fingerprints - prohibition against employing persons failing to comply 22-32-109.8	
Certificated Personnel - submittal of fingerprints 22-32-109.9	

(delegation waivers)

Rationale: The Charter School will hire its own employees and therefore should be responsible for complying with these provisions for its own employees and be delegated the authority to do so.

Replacement Plan: The Charter School will comply with these provisions in the same manner as the District does, but the Charter School will be responsible for complying with these provisions.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the Charter School will be responsible for completing its own background checks.

STATUTE	DESCRIPTION
Employment-Certificate required 22-63-201	Prohibits board from entering into an employment contract with a person who does not hold a teacher's certificate or letter of authorization.
Services - disbursements 22-63-402 (substantive waivers)	Prohibits disbursement of district monies to teacher without a valid teacher's certificate, letter of authorization or written authorization.

Rationale: The Charter School should be granted the authority to hire teachers and principals that will further the Charter School's goals and objectives. The Principal will not function as a traditional school district principal, but rather will be responsible for a wider range of tasks and act as the Charter School's chief executive officer. The Charter School seeks to attract principals and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience.

Replacement Plan: The Charter School will, where possible, hire certificated teachers and principals. However, in some instances it may be advantageous for the Charter School to be able to hire teachers and/or principals without a certificate and who possess unique background and/or skills or fill a need of the Charter School. The Charter School will require such teacher or principal to obtain a certificate within a designated period of time.

Duration of the Waivers: The Charter School requests that the waivers be for the duration of its contract with the Colorado Springs District 11 Board. Therefore, the waivers are requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the requested waivers will have no financial impact upon District 11 or the Charter School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the Charter School including its financial reporting arrangements, as set forth in the Charter School Agreement.

Expected Outcome: As a result of these waivers, the Charter School will be able to employ professional staff possessing unique skills and/or background, or filling needed positions.

STATUTE	DESCRIPTION
Board of Education - specific duties 22-32-109(1)(n)(II)(A)[2] (substantive waiver)	Restricts parent-teacher conferences and staff in-service programs to 24 hours per school year.

Rationale: The Charter School will exceed the minimum required number of teacher-pupil contact hours and in addition will provide substantial staff in-service training programs. Parent-teacher conferences will be held regularly.

Replacement Plan: Parent-teacher conferences and staff in-service programs will be held on a regular basis. However, actual hours of teacher-pupil instruction and contact will far exceed the minimum amounts required by C.R.S. 22-32-109(a)(n)(I) and (II).

Duration of the Waiver: The Charter School requests that the waiver be for the duration of its contract with the District 11 Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2001.

Financial Impact: The Charter School anticipates that the request will have no financial impact upon District 11 or the Charter School as the Charter School budget was prepared under the assumption that this waiver would be granted.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the Charter School, as set forth in the Charter School Agreement (Appendix B).

Expected Outcome: As a result of this waiver, the Charter School will be better able to maintain communications between parents and teachers, and provide needed in-service programs.

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[2] This waiver is essential only to the extent the statutory requirement may be construed to impose an absolute limit on the hours a school or district may schedule for pupil-teacher conferences or staff in-service, and not to the extent it merely limits the amount of such time which can be counted toward the minimum hourly instructional requirements. In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the Edison Charter School fall below the state minimum requirements described in C.R.S. 22-32-109(1)(n)(II)(A) and elsewhere in Colorado Statutes.

INDEX

Joint Letter to State Board Requesting State Statutory Waivers	Preface
Waiver Requests	1 - 15
Edison Charter School Application	Exhibit A
Colorado Springs District Eleven/Edison Agreement	Exhibit B
Edison Management Agreement with local Edison Charter School	Exhibit C
Overview of The Edison Project Performance Appraisal System	Exhibit D
Sample Teacher Contract	Exhibit E
The Edison Project 's Professional-Development Plan	Exhibit F
Proposed Colorado Springs Edison School Calendar	Exhibit G
An Edison School Day	Exhibit H
Conduct and Discipline Statement	Exhibit I

For Exhibits J, K and L Please refer to books listed

Edison School Design	Exhibit J
Primary Academy Standards	Exhibit K
Elementary Academy Standards	Exhibit L
School Development/Accountability Plan	Exhibit M

Resources

In order to make most efficient use of time and effort, it is beneficial to build upon the understanding of others. To help with that process, a number of resources are listed here for the benefit of charter school founders and implementers. These resources are listed according to category to make it easier to find and use them.

It is always a good idea to talk with other charter school founders and implementers if specific questions arise, or to find experts who may offer specialized assistance. For instance, it may be useful to hire an experienced school administrator as a consultant to advise the governing board on interviewing and hiring.

Some organizations listed here work with private schools that are similar to charter schools in size and focus. Their challenges are similar to those faced by charter school implementers. It is worth considering what these organizations offer and determining whether membership might be beneficial.

The following sections are included:

- Bibliography
- Foundations and Grants
- Governing and Technical Resources for Charter School Founders and Implementers
- Laws with Which You Need to Be Familiar
- School Evaluation Resources
- Student Assessment Resources

Bibliography

Birnbaum, Robert. How Academic Leadership Works: Understanding Success and Failure in the College Presidency. San Francisco: Jossey-Bass Publishers, 1992.

Brewer, Ernest W., Achilles, and Charles M., Fuhriman, Jay R. Finding Funding: Grantwriting and Project Management from State to Finish. Thousand Oaks, CA: Corwin Press, Inc., 1995.

Chait, Richard P. How to Help Your Board Govern More and Manage Less. Washington, DC: National Center for Nonprofit Boards, 1994.

Crighton, Johanna V. The ECIS Policy Planner (Second Edition). The European Council of International Schools, Inc., 21B Lavant Street, Petersfield, Hampshire, GU32 3EL. England. E.mail: JenniferHenley@ECIS.org

Chubb, John E. and Moe, Terry M. Politics, Markets, and America's Schools. Washington, DC: The Brookings Institute, 1990.

Gardner, John W. On Leadership. New York: The Free Press, 1990.

Gilvar, Barbara, editor. The Search Handbook: A Step-by-Step Guide to Selecting the Right Leader for Your School. USA: National Association of Independent Schools, 1992.

Holmgren, Norah. 10 Minutes to Better Board Meetings. San Francisco: Planned Parenthood Federation of America, 1994.

Howe, Fisher. The Board Member's Guide to Fund Raising: What Every Trustee Needs to Know About Raising Money. San Francisco: Jossey-Bass, 1991.

Ingram, Richard T. Ten Basic Responsibilities of Nonprofit Boards. Washington, DC: National Center for Nonprofit Boards, 1994.

Internet: http:\\www.uscharterschools.org
http:\\www.cde.state.co.us\charter.htm

National Association of Independent Schools. Principles of Good Practice. 1620 L Street, NW, Washington DC 20036-5605. Tel: (202) 973-9700.

Organisation for Economic Co-operation and Development. Performance Standards in Education: In Search of Quality. OECD: Head of Publications Service, OECD 2, rue Andre-Pascal, 75775 PARIS CEDEX 16, France, 1995.

Foundations and Grants

Charter schools can apply for grants. It is wise to research the process, including availability and how-to apply, before writing the first grant proposals. The following are resources that may be helpful.

Foundation Center
Catalogue of National Grant-Awarding Foundations.
79 Fifth Avenue
New York, NY 10003
Tel: 800-424-9836

- **The Foundation Directory** (1994)
- **National Directory of Corporate Giving** (1994)
- **Who Gets Grants/Who Gives Grants** (1994)
- **Grant Guide for Elementary and Secondary Education** (1994)
- **National Guide to Funding for Children, Youth and Families** (1994)
- **National Guide to Funding for Elementary and Secondary Education** (1993)

Logos Associates
Catalogue of State Grant-Awarding Foundations.
7 Park Street, Room 213
Attleboro, MA 02703
Tel: 603-838-6209

Books

Brewer, Ernest W., Achilles, and Charles M., Fuhriman, Jay R. Finding Funding: Grantwriting and Project Management from State to Finish. Thousand Oaks, CA: Corwin Press, Inc., 1995.

Howe, Fisher. The Board Member's Guide to Fund Raising: What Every Trustee Needs to Know About Raising Money. San Francisco: Jossey-Bass, 1991.

Governing and Technical Resources for Charter School Founders and Implementers

Colorado Department of Education. Colorado Charter School Information Packet and Handbook . Call William Windler at (303) 866-6631.

> **This Handbook updated annually includes the most recent charter law updates as well as other technical information. That Handbook, combined with this Guidebook, should provide a good resource in the preparation of a charter school application.**

The European Council of International Schools, Inc., 21B Lavant Street, Petersfield, Hampshire, GU32 3EL. England. e.mail: JenniferHenley@ECIS.org (To order, contact Jennifer Henley by e.mail.)

> **The ECIS Policy Planner (Second Edition) is an excellent compilation of policies. In addition, the preliminary discussion of polices (of which portions are reprinted in this Guidebook with permission of ECIS)—why, what kind, etc.—is one of the finest around. The Planner is costly—varying in price depending on the exchange rate, but about $80.00. Several charter schools may want to purchase one to share, if necessary.**

National Association of Independent Schools, 1620 L Street, NW, Washington DC 20036-5605. Tel: (202) 973-9700

> **Call for their catalog. They have a number of very helpful publications available including handbooks and books for governing boards, search committees, curriculum committees, etc. Independent schools around the country have pooled their expertise to create these publications. A subscription to the NAIS magazine, *Independent School*, may be useful.**

National Center for Nonprofit Boards, 2000 L Street, NW, Suite 510, Washington, DC 20036 Tel: (202) 452-6262 Fax: (202) 452-6299

> **This organization has a number of booklets available regarding governance, finances, and the role of the Chief Executive (or Director/Principal in charter schools). It is certainly worth calling for a catalog to see if there are items that might prove helpful.**

Planned Parenthood Federation of America Western Region Office, 333 Broadway, 3rd Floor, San Francisco, CA 94133. Tel: (415) 956-8856

> **Planned Parenthood has published at least one booklet that is helpful for governing boards. You might ask if they have other governing board resources available, as well.**

Laws with which you need to be familiar:

Each of the statutes and regulations listed below affect charter schools. Each of the members of the governing board as well as the Director/Principal needs to be familiar with them and understand the implications of the laws for the school. Some of the laws and regulations affect performance, while others deal with the requirements of public boards, which the governing board of the charter school is.

Libraries have copies of the Colorado Regulatory Statues, and you can read or copy them there. Some libraries are willing to fax copies if the piece requested is not terribly long.

Since laws may be amended annually, often affecting not only the specific law, but related ones as well, copies of required laws should be obtained as needed. Copies of the *Colorado School Laws* can be obtained from the Colorado Department of Education.

Charter Schools Act, Section 22-30.5-101 C.R.S.
    Location of Charter School, 22-32-109(l)(v) and (II)(2)
    Waivers, 22-53-203 to 22-53-208 C.R.S.

Standards-Based Education Bill, Part 4 of the School Finance Act (22-53-401 et seq., C.R.S.)

Basic Literacy Act, Part 6 of the School Finance Act (22-53-601 et seq., C.R.S.)

Contracting Statute, 22-32-122, C.R.S.
Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.
Public Records Act (Sections 24-72-201, et Seq., C.R.S.
Sunshine Law (Sections 24-6-401, et Seq., C.R.S.)
Conduct and Discipline Code, Sections 22-32-109(1)(w) and 22-32-110(2)(b), C.R.S.
Entrance Age, 22-33-105, C.R.S. and district policy
Family Educational Privacy Rights (Buckley Amendment, 20 U.S.C., 1232 g)
School Attendance Law of 1963, Article 33 of Title 22, C.R.S.
School Facilities Section 22-32-124, C.R.S.
Student Attendance Law, 22-32-109(1)(n), C.R.S.
Student Fees Section 22-32-117 C.R.S.
Suspension, Expulsion, Denial of Admission Sections 22-33-105(2) and 22-33-106, C.R.S.
Tuition for non-resident students, Section 22-32-115 C.R.S.

Rules for the Administration of **the Accreditation of School Districts**, 1 CCR 301-1
School Finance, State Board of Education Rules 1 CCR 301-39
Transportation Guidelines, State Board Rules CCR 301-25, 301-26 and 301-29

School Evaluation Resources

Charter schools will be held accountable for student performance, but would benefit from reviewing the entire school in terms of atmosphere, community involvement, finance, etc. Listed are resources, which may be helpful as the school considers its review process.

ASCD
Journal of the Association for Supervision and Curriculum Development
(Publishes Educational Leadership.)
1250 N. Pitt Street
Alexandria, VA 22314-1453
Tel: 703-549-9110

California Learning Assessment System (CLAS)
University of California at Los Angeles (UCLA)
Eva Baker, Director
Ron Dietel, Communications
CSE/CRESST
109209 Wilshire Blvd., Suite 900
Los Angeles, CA 90024
Tel: 310-206-1532

California Center for School Restructuring
Concept of "School Portfolio."
Steve Jubb/Maggie Szabo
101 Twin Dolphin Drive
Redwood City, CA 94065
Tel: 415-802-5340

Center for Policy Studies
Ted Kolderie
59 West Fourth Street
Saint Paul, MN 55102
Tel: 612-224-9703

Colorado Schools of Excellence Program
Criteria for measuring school success.
Colorado Department of Education
201 East Colfax
Denver, CO 80203-1799
Tel: 303-866-6637

Education Commission of the States
Information on charter schools nationally.
Kathy Christie
707 Seventeenth Street, Suite 2700
Denver, CO 80202
Tel: 303-299-3600
Fax: 303-296-8332

Heritage Foundation
Dennis P. Doyle, Visiting Fellow
214 Massachusetts Avenue, NE
Washington, DC 20002
Tel: 202-608-6204

Malcolm Baldridge National Quality Award
1995 Education Pilot Program
National Institute of Standards and Technology
Route 270 and Quince Orchard Road
Administration Building, Room A537
Gaithersburg, MD 20899-0001
Tel: 301-975-2036
Fax: 301-948-3716

National Study of School Evaluation
Publications on issues of equity and various forms of assessment.
New England Association of Schools and Colleges, INC.
The Sanborn House
15 High Street
Winchester, MA 01890
Tel: 703-820-2727
Fax: 703-820-0749

Ontario Institute for Studies in Education
Research on assessment and educational reform.
Denise Hughes
252 Bloor Street West
Ontario, Canada M5S1V6
Tel: 800-668-6247/416-502-1262

Rand Corporation
Publications Division
1700 Main Street
P.O. Box 2138
Santa Monica, CA 90407-2138
Tel: 310-393-0411 (CA)
Tel: 202-296-5000 (Washington, DC)

Student Assessment Resources

Performance-Based Assessments

Performance-Based or authentic assessments measure the "do" aspect of what students "know and can do." These assessments typically involve having students perform tasks such as writing an essay, solving mathematics problems, and other similar tasks. Portfolios frequently are a part of this type of assessment.

Coalition of Essential Schools/Annenberg Institute for School Restructuring
Box 1969, Brown University
Providence, RI 02912
Tel: 401-863-3384
Fax: 401-863-2045

Center for the Study of Testing, Evaluation, and Educational Policy (CSTEEP)
George Madaus
Campion Hall
Boston College
Chestnut Hill, MA 02167
Tel: 617-552-4523
Fax: 617-552-8419

Fair Test
National Center for Fair and Open Testing
342 Broadway
Cambridge, MA 02139
Tel: 617-864-4810
Fax: 617-497-2224

McREL
2550 S. Parker Road
Aurora, CO
Tel: 303-337-0990

New Standards Project
New Standards Project/National Center on Education and the Economy
700 Eleventh Street, NW Suite 750
Washington, DC 20001
Tel: 202-783-3668
Fax: 202-783-3672

Performance Assessment Collaboratives for Education (PACE)
Dennie Palmer Wolf
8 Story Street
Cambridge, MA 02138
Tel: 617-196-2779
Fax: 617-496-2777

Standardized Tests
Standardized tests are locally, state, and nationally comparable. Some charter schools have chosen to use the same standardized test used by other schools in the district, in which they are chartered, thereby simplifying comparability with district schools. Other charter schools have examined the tests and selected a different test.

Standardized tests generally have a large sample of questions of the multiple choice, true/false variety. They tend to be quite reliable and can be efficiently and inexpensively scored by machine.

Advanced Placement Exams
45 Columbus Avenue
New York, NY 10023
Tel: 212-713-8036

American College Testing Program (ACT, PLAN, Explore)
2201 N. Dodge St.
Iowa City, IA 52243

California Assessment Program
Dale Carlson, Director
721 Capitol Mall, Fourth Floor
Sacramento, CA 95814
Tel: 916-657-3011

California Achievement Test (CAT, CTBS)
McGraw-Hill
1221 Avenue of the Americas
New York, NY 10020
Tel: 800-538-9547 / 609-387-7049

Educational Testing Service (SAT, GRE, etc.)
Rosedale Road
Princeton, NJ 08541
Tel: 609-921-9000

Center for Performance Assessment (Research group within ETS)
Mimi Perez
Research and development on portfolio assessment.
Tel: 609-734-5521
Fax: 609-734-5115

Integrated Measurement System
Tudor Publishing Company
(Customized computer-based assessments.)
Frederick M. Tracey
91 Woodlawn Avenue
Northhampton, MA 01060
Tel: 413-584-6807
Fax: 413-584-0680

International Baccalaureate
15, Route des Morillons
CH-1218 Grand Saconnes/Gneve, Suisse
Tel: 41-22-791-02-74
Fax: 41-22-791-02-77

International Baccalaureate North America
200 Madison Avenue
New York, NY 10016
Tel: 212-696-4464
Fax: 212-889-9242

IOWA (Iowa Test of Basic Skills, etc.)
The Riverside Publishing Company
8420 Bryn Mawr Avenue
Chicago, IL 60631
Tel: 800-323-9540

Metropolitan Achievement Test (MAT)
The Psychological Corporation
6818 S. Zarzamora
San Antonio, TX 78224
Tel: 800-328-5999
Fax: 210-921-8849

National Assessment of Educational Progress (NAEP)
(NAEP is a federal program usually administered to sample populations within the states. To determine availability of the test and proper use of results, contact Ray Fields.)
National Assessment Governing Board
United States Department of Education
Raymond Fields, Assistant Director for Policy and Research
800 N. Capitol St. NW, Suite 825
Washington, DC 20002
Tel: 202-357-6938

Stanford Achievement Test
The Psychological Corporation
6818 Zarzamora
San Antonio, TX 78224
Tel: 800-328-5999
Fax: 210-921-8849